BELLSOUTH

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COMMISSION
CLERK

May 13, 2004

Mrs. Blanca S. Bayo
Director, Division of the Commission
Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of the Resale Agreement by and between BellSouth Telecommunications, Inc. ("BellSouth") and Andrex Telecom.

Dear Mrs. Bayo:

Please find enclosed for filing and approval the original and two copies of BellSouth Telecommunications, Inc.'s Resale Agreement with Andrex Telecom.

If you have any questions please do not hesitate to call Robyn Holland at (850) 222-9380.

Very truly yours,

Marshall M. Criser, III

Regulatory Vice President RH

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK

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Interconnection Agreement

Between

BellSouth Telecommunications, Inc.

and

Andrex Telecom

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AGREEMENT
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Andrex Telecom (Andrex), a Georgia corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Andrex or both as a "Party" or "Parties."

W I T N E S S E T H

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

WHEREAS, Andrex is or seeks to become a CLEC authorized to provide telecommunications services in the state of Florida; and

WHEREAS, Andrex wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement); and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

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

Definitions

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

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

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

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last

signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

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

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

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

1. CLEC Certification

1.1 Prior to execution of this Agreement, Andrex agrees to provide BellSouth in writing Andrex's CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.

1.2 To the extent Andrex is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Andrex will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

2. Term of the Agreement

2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Florida. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this

Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.

2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to Andrex pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

3. Operational Support Systems

Andrex shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement.

4. Parity

When Andrex purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Andrex shall be at least equal in quality to that which BellSouth provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of BellSouth and the network of Andrex shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's End Users and service quality as perceived by Andrex.

5. White Pages Listings

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

5.1.1 Listings. Andrex shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Andrex residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement. Directory listings will make no distinction between Andrex and BellSouth subscribers.

5.1.2 Rates. So long as Andrex provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.2 below, BellSouth shall provide to Andrex one (1) primary White Pages listing per Andrex subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

5.2 Procedures for Submitting Andrex SLI are found in The BellSouth Business Rules for Local Ordering.

5.2.1 Andrex authorizes BellSouth to release all Andrex SLI provided to BellSouth by Andrex to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such Andrex SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.

5.2.2 No compensation shall be paid to Andrex for BellSouth's receipt of Andrex SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Andrex's SLI, or costs on an ongoing basis to administer the release of Andrex SLI, Andrex shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Andrex's SLI, Andrex will be notified. If Andrex does not wish to pay its proportionate share of these reasonable costs, Andrex may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Andrex shall amend this Agreement accordingly. Andrex will be liable for all costs incurred until the effective date of the amendment.

5.2.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Andrex under this Agreement. Andrex shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Andrex listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Andrex any complaints received by BellSouth relating to the accuracy or quality of Andrex listings.

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

5.3 Unlisted/Non-Published Subscribers. Andrex will be required to provide to BellSouth the names, addresses and telephone numbers of all Andrex customers who wish to be omitted from directories. Unlisted/Non-Published SLI will be subject to the rates as set forth in BellSouth's GSST.

5.4 Inclusion of Andrex End Users in Directory Assistance Database. BellSouth will include and maintain Andrex subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Andrex shall provide such Directory Assistance listings to BellSouth at no recurring charge.

5.5 Listing Information Confidentiality. BellSouth will afford Andrex's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

5.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.7 Directories. BellSouth or its agent shall make available White Pages directories to Andrex subscribers at no charge or as specified in a separate agreement with BellSouth's agent.

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

6.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Andrex, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Andrex End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Andrex End Users for the same length of time it maintains such information for its own End Users.

6.2 Subpoenas Directed to Andrex. Where BellSouth is providing to Andrex Telecommunications Services for resale or providing to Andrex the local switching function, then Andrex agrees that in those cases where Andrex receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Andrex End Users, and where Andrex does not have the requested information, Andrex will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.

6.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

7. Liability and Indemnification

7.1 Andrex Liability. In the event that Andrex consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Andrex under this Agreement.

7.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Andrex for any act or omission of another Telecommunications company providing services to Andrex.

7.3 Limitation of Liability

7.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' 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 End Users 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 the End User 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 Andrex shall be liable for damages to the other Party's terminal location, equipment or End User 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 Party's negligence or willful misconduct or by a Party's failure to ground properly 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.

7.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

7.4 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

7.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. 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. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.

8.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable 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. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. 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 Intellectual Property Remedies

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

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

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

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

8.3.2.3 In the event Section 8.3.2.1 or 8.3.2.2 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.

8.3.3 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.

8.3.4 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.

8.4 Dispute Resolution. Any claim arising under this Section 8 shall be excluded from the dispute resolution procedures set forth in Section 10 and shall be brought in a court of competent jurisdiction.

9. Proprietary and Confidential Information

9.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Andrex, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

9.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

9.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

9.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

9.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement

and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

9.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

9.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

9.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 9 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

10. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall 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.

11. Taxes

11.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be 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.

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

11.2.1 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.

11.2.2 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.

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

11.3.1 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.

11.3.2 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.

11.3.3 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.

11.3.4 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.

11.3.5 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.

11.3.6 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.

11.3.7 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.

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

11.4.1 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.

11.4.2 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.

11.4.3 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.

11.4.4 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.

11.4.5 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.

11.4.6 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 attorneys'

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.

11.4.7 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.

11.5 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.

12. 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 Andrex, 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.

13. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Andrex any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. 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 legitimately related to 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. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted.

14. Modification of Agreement

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

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

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

15. Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or imply 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).

16. Indivisibility

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

17. Waivers

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

18. Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, 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.

19. 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 in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Andrex, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Andrex shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Andrex pays all bills, past due and current, under this Agreement, or (2) Andrex's assignee expressly assumes liability for payment of such bills.

20. Notices

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

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor

Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Andrex Telecom

Andre Trajean Fidel
2632 E Hollywood Blvd
Hollywood, FL 33020
(954) 304-6333
trfidel@hotmail.com

Or

Andre Trajean Fidel
P O Box 640327
North Miami, FL 33164
(954) 304-6333
trfidel@hotmail.com

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

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

20.3 BellSouth will post changes to business processes and policies, not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

21. Rule of Construction

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

22. Headings of No Force or Effect

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

23. Multiple Counterparts

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

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, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Andrex shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Andrex. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Andrex is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

25. Compliance with Applicable Law

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

26. Necessary Approvals

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

27. Good Faith Performance

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

28. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of

the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to Andrex as a requesting carrier under the Act).

29. Rate True-Up

29.1 This section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement.

29.2 The designated true-up rates 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. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates 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 shall submit the matter to the Dispute Resolution process in accordance with the provisions of this Agreement.

29.3 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Andrex specifically or upon all carriers generally, such as a generic cost proceeding.

30. Survival

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

31. Entire Agreement

31.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 31.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Andrex acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing

under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. 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.

31.2 This Agreement includes Attachments with provisions for the following:

Resale
Network Elements and Other Services
Network Interconnection
Collocation
Access to Numbers and Number Portability
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing
Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

31.3 The following services are included as options for purchase by Andrex pursuant to the terms and conditions set forth in this Agreement. Andrex may elect to purchase said services by written request to its Local Contract 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)
LNP Data Base Query Service

General Terms and Conditions
Signature Page

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

BellSouth Telecommunications, Inc.	**Andrex Telecom**
By:	By:
Name: Kristen E. Rowe	Name: ANDRE TRANEAU FOCL
Title: Director	Title: OWNER
Date: 4/13/04	Date: 04-19-04

Attachment 1

Resale

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Resale Discounts and Rates **Exhibit E**

RESALE

1. Discount Rates

1.1 The discount rates applied to Andrex purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

1.2 The telecommunications services available for purchase by Andrex for the purposes of resale to Andrex's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

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

2.4 END USER means the ultimate user of the Telecommunications Service.

2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.

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

2.7 RESALE means an activity wherein a certificated CLEC, such as Andrex, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

3.1 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. Subject to effective and applicable FCC and

Commission rules and orders, BellSouth shall make available to Andrex for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.

3.1.1 When Andrex 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.

3.1.2 In Tennessee, if Andrex does not resell Lifeline service to any end users, and if Andrex agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.

3.1.2.1 In the event Andrex resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon Andrex and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service end users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).

3.1.2.2 Andrex must provide written notification to BellSouth within 30 days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.

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

3.2.1 Andrex must resell services to other End Users.

3.2.2 Andrex cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.

3.3 Andrex will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from Andrex for said services.

3.4 Andrex will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of Andrex. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Andrex. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.5.1 When an End User of Andrex or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the BellSouth Product and Services Interval Guide.

3.5.2 BellSouth and Andrex will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or Andrex to the other Party until such time that the order for service has been completed.

3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.

3.7 Where BellSouth provides resold services to Andrex, BellSouth will provide Andrex with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Andrex acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Andrex 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, Andrex shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

3.8 BellSouth will allow Andrex to designate up to 100 intermediate telephone numbers per CLLIC, for Andrex's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Andrex acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan

(NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

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

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

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

3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to Andrex's End Users, pursuant to Section 6 of the General Terms and Conditions.

3.13 If Andrex or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, Andrex has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

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

3.15 White page directory listings for Andrex End Users will be provided in accordance with Section 5 of the General Terms and Conditions.

3.16 Service Ordering and Operational Support Systems (OSS)

3.16.1 Andrex must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which Andrex may submit a Local Service Request (LSR) electronically as set forth in Attachment 2 of this Agreement. Service orders will be in a standard format designated by BellSouth.

3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit E to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit E to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

3.16.3 Denial/Restoral OSS Charge. In the event Andrex provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

3.16.4 Cancellation OSS Charge. Andrex will incur an OSS charge for an accepted LSR that is later canceled.

3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
- Call Forward Busy Line ("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.

3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for Andrex per the Bona Fide Request/New Business Request process as set forth in Attachment 6 of this Agreement.

3.19 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.20 In the event Andrex acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Andrex that Special Assembly at the wholesale discount at Andrex's option. Andrex shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

3.21 BellSouth shall provide 911/E911 for Andrex customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Andrex customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Andrex customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.22 BellSouth shall bill, and Andrex shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

3.23 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to Andrex, and Andrex shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to Andrex

4.1 Resale of BellSouth services shall be as follows:

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

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

4.1.3 BellSouth reserves the right to periodically audit services purchased by Andrex to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Andrex shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by Andrex for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

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

4.3 Andrex may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

4.4 If Andrex cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.

4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas

4.5.1 BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.

4.5.2 When Andrex assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.

4.5.3 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to Andrex.

4.5.4 Andrex must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an end user account where such circumstances apply.

4.5.5 Specific guidelines regarding such services are available on BellSouth's website @ www.interconnection.bellsouth.com.

5. Maintenance of Services

5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.2 Andrex or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.

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

5.4 Andrex will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.5 For all repair requests, Andrex shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

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

5.7 BellSouth reserves the right to contact Andrex's End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, Andrex will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). Andrex is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, 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 deposit and tax exemption certificate, if applicable.

6.1.1 If Andrex needs to change its OCN(s) under which it operates when Andrex has already bee conducting business utilizing those OCN(s), Andrex shall bear all costs incurred by BellSouth to convert Andrex Andrex to the new OCN(s). OCN conversion charges include all time required to make system updates to all of Andrex's end user customer records. Appropriate charges will appear in the OC&C section of Andrex's bill.

6.2 Andrex shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that Andrex will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for Andrex's End User customer.

6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from Andrex to BellSouth or will accept a request from another CLEC for conversion of the End User's service from Andrex to such other CLEC. Upon completion of the conversion BellSouth will notify Andrex that such conversion has been completed.

7. Discontinuance of Service

7.1 The procedures for discontinuing service to an End User are as follows:

7.1.1 BellSouth will deny service to Andrex's End User on behalf of, and at the request of, Andrex. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Andrex.

7.1.2 At the request of Andrex, BellSouth will disconnect a Andrex End User customer.

7.1.3 All requests by Andrex for denial or disconnection of an End User for nonpayment must be in writing.

7.1.4 Andrex will be made solely responsible for notifying the End User of the proposed disconnection of the service.

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

8. Operator Services (Operator Call Processing and Directory Assistance)

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

8.1 Upon request for BellSouth Operator Call Processing, BellSouth shall:

8.1.1 . Process 0+ and 0- dialed local calls

8.1.3 .2 Process 0+ and 0- intraLATA toll calls.

8.1.4 Process calls that are billed to Andrex end user's calling card that can be validated by BellSouth.

8.1.5 Process person-to-person calls.

8.1.6 Process collect calls.

8.1.7 Provide the capability for callers to bill a third party and shall also process such calls.

8.1.8 Process station-to-station calls.

8.1.9 Process Busy Line Verify and Emergency Line Interrupt requests.

8.1.10 Process emergency call trace originated by Public Safety Answering Points.

8.1.11 Process operator-assisted directory assistance calls.

8.1.12 Adhere to equal access requirements, providing Andrex local end users the same IXC access that BellSouth provides its own operator service.

8.1.13 Exercise at least the same level of fraud control in providing Operator Service to Andrex that BellSouth provides for its own operator service.

8.1.14 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.

8.1.15 Direct customer account and other similar inquiries to the customer service center designated by Andrex.

8.1.16 Provide call records to Andrex in accordance with ODUF standards.

8.1.17 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

8.2 Directory Assistance Service

8.2.1 Directory Assistance Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

8.2.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by Andrex's end user. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's General Subscriber Services Tariff to one of the provided listings.

8.3.1 Directory Assistance Service Updates

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

8.3.2 New end user connections

8.3.3 End user disconnections

8.3.4 End user address changes

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

8.4. Selective Call Routing using Line Class Codes (SCR-LCC)

8.4.1 Where Andrex resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route Andrex's end user calls to that provider through Selective Call Routing.

8.4.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Andrex to have its Operator Call Processing and Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

8.4.3 Custom Branding for DA is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.

8.4.4 Where available, Andrex specific and unique LLCs are programmed in each BellSouth end office switch where Andrex intends to service end users with customized OCP/DA branding. The LCCs specifically identify Andrex's end users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Andrex intends to provide Andrex-branded OCP/DA to its end users in these multiple rate areas.

8.4.5 SCR-LCC supporting Custom Branding and Self Branding require Andrex to order dedicated transport and trunking from each BellSouth end office identified by Andrex, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Andrex Operator Service Provider for Self Branding. Separate trunk groups are required for OCP/DA. Rates for transport and trunks are set forth in applicable BellSouth Tariffs.

8.4.6 The rates for SCR-LCC are as set forth in Exhibit E of this Attachment. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central office.

8.4.7 Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by Andrex to the BellSouth Tops. The calls are routed to "No Announcement."

9. Line Information Database (LIDB)

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

9.2 BellSouth will provide LIDB Storage upon written request to Andrex's Account Manager stating a requested activation date.

10. RAO Hosting

10.1 RAO Hosting is not required for resale in the BellSouth region.

11. Optional Daily Usage File (ODUF)

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

11.2. BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

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

12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)

	Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7	MemoryCall®Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Nonrecuring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11	End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13	Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	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. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.

C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.

D. Calling Card number - a billing number plus PIN number assigned by BellSouth.

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

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

G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Andrex.

J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.

K. Originating Line Number Screening ("OLNS") - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by Andrex for originating line numbers.

L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Andrex and pursuant to which BellSouth, its LIDB customers and Andrex shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Andrex's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Andrex understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Andrex, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Resale Agreement upon notice to Andrex's account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

   BellSouth is authorized to use the billing number information to determine whether Andrex has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

   BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

3. OLNS

   BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of Andrex from which a call originates.

4. GetData

   BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of Andrex indicating the local

service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

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

III. Responsibilities of the Parties

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

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate Andrex's data from BellSouth's data, the following shall apply:

(1) BellSouth will identify Andrex end user originated long distance charges and will return those charges to the interexchange carrer as not covered by the existing B&C agreement. Andrex is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.

(2) BellSouth shall have no obligation to become involved in any disputes between Andrex and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Andrex. It shall be the responsibility of Andrex and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

A. Andrex will not be charged a fee for storage services provided by BellSouth to Andrex, as described in this LIDB Resale Storage Agreement.

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

Andrex in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

1. Upon written request from Andrex, BellSouth will provide the Optional Daily Usage File (ODUF) service to Andrex pursuant to the terms and conditions set forth in this section.

2. Andrex shall furnish all relevant information required by BellSouth for the provision of the ODUF.

3. The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Andrex customer.

4. Charges for ODUF will appear on Andrex's monthly bills. The charges are as set forth in Exhibit E to this Attachment. ODUF charges are billed once a month for the previous month's usage. Andrex will be billed at the ODUF rates that are in effect at the end of the previous month.

5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

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

6. The following specifications shall apply to the ODUF feed.

6.1 ODUF Message to be Transmitted

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

- 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 and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Credit/Cancel Records
- Usage for Voice Mail Message Service

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

6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Andrex.

6.1.4 In the event that Andrex detects a duplicate on ODUF they receive from BellSouth, Andrex will drop the duplicate message and will not return the duplicate to BellSouth).

6.2 ODUF Physical File Characteristics

6.2.1 The ODUF will be distributed to Andrex via CONNECT:Direct or Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and Andrex for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, Andrex will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Andrex 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 data will be negotiated on an individual 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 Andrex. Additionally, all message toll charges associated with the use of the dial circuit by Andrex will be the responsibility of Andrex. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Andrex end for the purpose of data transmission will be the responsibility of Andrex.

6.2.3 If Andrex utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Andrex.

6.3 ODUF Packing Specifications

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

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

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection

6.4.1 Andrex 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. Andrex will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Andrex by BellSouth.

6.5 ODUF Control Data

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

6.6 ODUF Testing

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

Enhanced Optional Daily Usage File

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

2. Andrex shall furnish all relevant information required by BellSouth for the provision of the EODUF.

3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

4. Charges for delivery of the EODUF will appear on Andrex's monthly bills. EODUF charges are billed at the EODUF rates that are in effect at the end of the previous month. The charges are as set forth in Exhibit E to this Attachment.

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

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

7. The following specifications shall apply to the EODUF feed.

7.1 Usage To Be Transmitted

7.1.1 The following messages recorded by BellSouth will be transmitted to Andrex:

Customer usage data for flat rated local call originating from Andrex's 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

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to O DUF. Any duplicate messages detected will be deleted and not sent to Andrex.

7.1.3 In the event that Andrex detects a duplicate on EODUF they receive from BellSouth, Andrex will drop the duplicate message (Andrex will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The EODUF feed will be distributed to Andrex via Connect: Direct, Secure File Transfer Protocol (FTP)or another mutually agreed medium. The EODUF messages will be intermingled among Andrex's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. 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 holiday.

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Andrex for the purpose of data transmission as set forth in Section 6.2.2 above.

7.2.3 If Andrex utilizes Secure File Transfer Protocol (FTP)for data file transmission, purchase of the Secure File Transfer Protocol (FTP)software will be the responsibility of Andrex.

7.3 Packing Specifications

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

7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Andrex which BellSouth RAO is sending the message. BellSouth and Andrex will use the invoice sequencing to control data

exchange. BellSouth will be notified of sequence failures identified by Andrex and resend the data as appropriate.

The data will be packed using ATIS EMI Records.

RESALE DISCOUNTS AND RATES - Florida														Attachment: 1		Exhibit: E	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					21 83										
	Business %					16 81										
	CSAs %					16 81										
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3 50	0 00	3 50	0 00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19 99	0 00	19 99	0 00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93 55	93 55	12 71	12 71						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF Recording, per message					0 0000071										
	ODUF Message Processing, per message					0 002146										
	ODUF Message Processing, per Magnetic Tape provisioned					35 91										
	ODUF Data Transmission (CONNECT DIRECT), per message					0 00010375										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF Message Processing, per message					0 080698										

Attachment 2

Network Elements and Other Services

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Rates ..... Exhibit A

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to Andrex in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to Andrex (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A of this Attachment. Additionally, the provision of a particular Network Element or Other Service may require Andrex to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.

1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment Andrex used in the provision of a qualifying service, as defined by the FCC. Andrex may not access a Network Element for the sole purpose of providing non-qualifying services as defined by the FCC. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.3 BellSouth shall, upon request of Andrex, and to the extent technically feasible, provide to Andrex access to its Network Elements for the provision of Andrex's qualifying services. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.4 Andrex may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R 51.309.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.6 To the extent any Network Elements, combinations of Network Elements, services or terms and conditions contained herein are based upon FCC rules and orders that are vacated by the DC Circuit Court of Appeals in an effective order, such Network Elements, combinations of Network Elements and services shall no longer be available pursuant to this Attachment. Upon the effective date of such order, Andrex will not attempt to order any such Network Elements, combinations of Network Elements or services that are subject to the vacatur. BellSouth and Andrex will work cooperatively to transition the embedded base of such Network Elements, combinations of Network Elements and services to tariffed services or to services offered pursuant to a separate commercial agreement, provided that the

appropriate tariff rate or rate set forth in such commercial agreement shall apply from the effective date of the vacatur. In the event Andrex has not entered into a separate commercial agreement, or transitioned such services to a tariffed service, or if the parties are unable to agree on a transition schedule for the embedded base Network Elements, combinations of Network Elements or services within thirty (30) calendar days of the effective date of the vacatur, BellSouth may disconnect those Network Elements, combinations of Network Elements or services upon thirty (30) calendar days notice. If Andrex has not entered into a commercial agreement necessary for certain Network Elements, combinations of Network Elements or services, and BellSouth disconnects such Network Elements, combinations of Network Elements or services pursuant to the preceding sentence, BellSouth's then current market rates shall apply to such Network Elements, combinations of Network Elements or services from the effective date of the vacatur until disconnection.

1.7 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled Network Element, or combination of elements that is available to Andrex under Section 251(c)(3) of the Telecommunications Act of 1996. Nonrecurring switch-as-is rates for conversion of Network Elements are contained in Exhibit A of this Attachment. Conversion of a wholesale service or group of wholesale services shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Andrex and BellSouth. Any change from a wholesale service to a Network Element that requires a physical rearrangement of the Network Element will not be considered a conversion for purposes of this Agreement.

1.8 Except to the extent expressly provided otherwise in this Attachment, for Network Elements or combinations of Network Elements (collectively "Arrangements") that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement (for example, but not limited to, local channels or non-compliant EELs), Andrex will submit orders to rearrange, disconnect or convert those arrangements or services within thirty (30) calendar days of the last signature date of this Agreement. If orders to rearrange, disconnect or convert those Arrangements are not received by the thirty-first (31st) calendar day after the last signature date of this Agreement, BellSouth shall provide Andrex notice of those Arrangements that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement, and Andrex shall submit orders to rearrange, disconnect or convert those Arrangements within sixteen (16) calendar days of the date of such notice from BellSouth. If Andrex fails to submit orders to rearrange, disconnect or convert such Arrangements within sixteen (16) calendar days of BellSouth's notice, BellSouth may disconnect those Arrangements without further notice.

1.8.1 In the event all orders to rearrange, disconnect or convert Arrangements are not received by the thirty-first (31st) calendar day after the last signature date of this Agreement, then 1) in the event no orders to rearrange, disconnect or convert an Arrangement are submitted prior to the thirtieth (30th) calendar day after BellSouth's notice, Andrex shall pay BellSouth the rate BellSouth could have charged had Andrex transitioned those Arrangements to another tariffed or contract service arrangement beginning on the Effective Date of this Agreement to the date orders to rearrange, disconnect or convert such Arrangements or services are actually completed; or 2) in the event orders to rearrange, disconnect or convert an Arrangement are submitted prior to the thirtieth (30th) calendar day after BellSouth's notice, Andrex shall pay BellSouth the rate charged for such Arrangements under this Agreement until the date orders to rearrange, disconnect or convert such Arrangements or services are actually completed and the new rate applicable to such services as specified in BellSouth's tariffs or in a separate contract once the orders are actually completed. If Andrex has failed to identify at least 98% of the Arrangements that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement prior to the thirty-first (31st) calendar day after the last signature date of this Agreement, then Andrex shall reimburse BellSouth for labor incurred in identifying such Network Elements or combinations of Network Elements pursuant to the rates set forth in the Access Tariff.

1.8.2 Where no re-termination or physical rearrangement of the Arrangement is required, Andrex will be charged a non-recurring switch-as-is-charge established for the individual Network Elements(s) as set forth in Exhibit A. For arrangements that require a re-termination or other physical rearrangement of the Arrangement to comply with the terms of this Agreement, full non-recurring charges for the applicable Network Element from Exhibit A of this Attachment will apply. To the extent an Arrangement requires re-termination or other physical rearrangement in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply. Andrex shall be responsible for all applicable disconnection charges pursuant to this Agreement for Arrangements that are disconnected or rearranged pursuant to these Sections 1.8 – 1.8.1.

1.8.3 Andrex may utilize Network Elements and Other Services to provide services as long as such services are consistent with industry standards and applicable BellSouth Technical References.

1.8.4 Except to the extent expressly provided otherwise in this Attachment, if a Network Element is not readily available but can be made available through routine network modifications, as defined by the FCC, Andrex may request BellSouth to perform such routine network modifications. Each request will be handled as a project on

an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Andrex, BellSouth shall perform the routine network modifications.

1.8.5 Notwithstanding any other provision of this Agreement, BellSouth will not commingle or combine Network Elements or combinations of Network Elements with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

1.9 Commingling of Services

1.9.3 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more telecommunications services or facilities that Andrex has obtained at wholesale from BellSouth, or the combining of a Network Element or Network Element combination with one or more such wholesale telecommunications services or facilities.

1.9.4 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a combination of Network Elements on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for non-qualifying services.

1.9.5 BellSouth will not "ratchet" a commingled circuit. Unless otherwise agreed to by the Parties, the Network Element portion of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates.

1.9.6 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same jurisdictional authorization (agreement or tariff) as the higher level of service and the Central Office Channel Interfaces will be billed from the same jurisdictional authorization (agreement or tariff) as the lower level of service.

1.10 If Andrex reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge Andrex for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.

1.11 Rates

1.11.3 The prices that Andrex shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit A to this Attachment. If Andrex purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

1.11.4 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference.

1.11.5 If Andrex modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by Andrex in accordance with FCC No. 1 Tariff, Section 5.

1.11.6 A one-month minimum billing period shall apply to all Network Elements and Other Services.

2 Unbundled Loops

2.1 General

2.1.1 The local loop Network Element (Loop) is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the Loop demarcation point at an End User's customer premises, including inside wire owned by BellSouth. Facilities that do not terminate at a demarcation point at an End User customer premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's customer premises. Andrex shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

2.1.1.1 The Loop does not include any packet switched features, functions or capabilities.

2.1.1.2 In new build (Greenfield) areas, where BellSouth has only deployed Fiber To The Home (FTTH) facilities, BellSouth is under no obligation to provide Loops.

2.1.1.3 In FTTH overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to Andrex on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64kbps second voice grade channel over its FTTH facilities.

2.1.1.4 Furthermore, in FTTH overbuild areas, BellSouth is not obligated to ensure that copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Andrex. If a request is received by BellSouth

for a copper Loop, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

2.1.1.5 For hybrid loops, where Andrex seeks access to a hybrid loop for the provision of broadband services, BellSouth shall provide Andrex with nondiscriminatory access to the time division multiplexing features, functions and capabilities of that hybrid loop, including DS1 or DS3, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's customer premises.

2.1.1.6 Andrex may not purchase Loops or convert Special Access circuits to Loops if such Loops will be used to provide wireless telecommunications services.

2.1.2 The provisioning of a Loop to Andrex's collocation space will require cross office cabling and cross connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross connects are separate components that are not considered a part of the Loop, and thus, have a separate charge.

2.1.3 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.4 The Loop shall be provided to Andrex in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.1.5 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.

2.1.5.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If Andrex wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g. UVL-SL1, UVL-SL2, and UCL-ND), Andrex may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.

2.1.5.2 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by Andrex (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Andrex for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.

2.1.6 **Loop Testing/Trouble Reporting**

2.1.6.1 Andrex will be responsible for testing and isolating troubles on the Loops. Andrex must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, Andrex will be required to provide the results of the Andrex test which indicate a problem on the BellSouth provided Loop.

2.1.6.2 Once Andrex has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report 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 End Users.

2.1.6.3 If Andrex reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge Andrex for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Loop's working status.

2.1.6.4 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by Andrex (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Andrex for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.

2.1.7 **Order Coordination and Order Coordination-Time Specific**

2.1.7.1 "Order Coordination" (OC) allows BellSouth and Andrex to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Andrex's facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.7.2 "Order Coordination – Time Specific" (OC-TS) allows Andrex to order a specific time for OC to take place. BellSouth will make every effort to accommodate Andrex's specific conversion time request. However, BellSouth reserves the right to negotiate with Andrex a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. Andrex may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Andrex specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.8 **CLEC to CLEC Conversions for Unbundled Loops**

2.1.8.1 The CLEC to CLEC conversion process for unbundled Loops may be used by Andrex when converting an existing unbundled Loop from another CLEC for the same End User. The Loop type being converted must be included in Andrex's Interconnection Agreement before requesting a conversion.

2.1.8.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same End User location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.8.3 The Loops converted to Andrex pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type.

2.1.8.4

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 **(Non-Designed)**	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND **(Non-Designed)**	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, Andrex must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.9 **Bulk Migration**

2.1.9.1 If Andrex requests to migrate twenty-five (25) or more UNE-Port/Loop Combination (UNE-P) customers to UNE-Loop (UNE-L) in the same Central Office on the same due date, Andrex must use the Bulk Migration process, which is described in the BellSouth CLEC Information Package, "UNE-Port/Loop Combination (UNE-P) to UNE-Loop (UNE-L) Bulk Migration." This CLEC Information package, incorporated herein by reference as it may be amended from time to time, is located at

www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A of this Attachment. Additionally, OSS charges will also apply per LSR generated per customer account as provided for in the Bulk Migration Request. The migration of loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 2.6 of this Attachment.

2.1.10 **Ordering Guidelines and Processes**

2.1.10.1 For information regarding Ordering Guidelines and Processes for various UNEs, Andrex should refer to the "Guides" section of the BellSouth Interconnection website, which is incorporated herein by reference, as amended from time to time. The website address is: http://www.interconnection.bellsouth.com/

2.1.10.2 Additional information may also be found in the individual CLEC Information Packages, as amended from time to time and which are incorporated herein by reference, located at the "CLEC UNE Products" website at the following address: http://www.interconnection.bellsouth.com/guides/html/unes.html

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)

2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that Andrex will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by Andrex. Andrex may also order OC-TS when a specified

conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.

2.2.4 For an additional charge BellSouth will make available Loop Testing so that Andrex may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to Andrex. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow Andrex 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.

2.3 **Unbundled Digital Loops**

2.3.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Unbundled ADSL Compatible Loop

2.3.2.3 2-wire Unbundled HDSL Compatible Loop

2.3.2.4 4-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled DS1 Digital Loop

2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.3.2.7 DS3 Loop

2.3.2.8 STS-1 Loop

2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Andrex will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

2.3.3.1 Upon the Effective Date of this Agreement, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UDCs that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by Andrex or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated. Andrex may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.

2.3.4 2-Wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the End User's location.

2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.

2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport

for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.3.10 Both DS3 Loop and STS-1 Loop require a Service Inquiry (SI) in order to ascertain availability.

2.3.11 If DS3/STS-1 Loops are not readily available but can be made available through routine network modifications, as defined by the FCC, Andrex may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Andrex, BellSouth shall perform the routine network modifications.

2.3.12 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

2.3.13 Andrex may access a total capacity of two (2) DS3s per End User location at the Network Element rates set forth in Exhibit A.

2.4 Unbundled Copper Loops (UCL)

2.4.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.4.2 Unbundled Copper Loop – Designed (UCL-D)

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2- or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.4.2.2 A UCL-D will be 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.

2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by Andrex.

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by Andrex to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.2.5 Upon the Effective Date of this Agreement, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by Andrex or BellSouth provides ninety (90) calendar days notice that such UCL-L must be terminated.

2.4.3 **Unbundled Copper Loop – Non-Designed (UCL-ND)**

2.4.3.1 The UCL–ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18,000 feet and with less than 1300 Ohms resistance, the Loop will provide a voice grade transmission channel suitable for Loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, Andrex can request LMU for which additional charges would apply.

2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that Andrex may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by Andrex to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.

2.4.3.6 Andrex may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 **Unbundled Loop Modifications (Line Conditioning)**

2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Sub-loop that may diminish the capability of the Loop or Sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth TR 73600.

2.5.2 BellSouth will remove load coils only on copper loops and sub-loops that are less than 18,000 feet in length.

2.5.3 For any copper loop being ordered by Andrex which has over 6,000 feet of combined bridged tap will be modified, upon request from Andrex, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to Andrex. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper loop that will result in a combined total of bridged tap between 2,500 and 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment.

2.5.4 Andrex may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction Process as mutually agreed to by the Parties.

2.5.5 Rates for ULM are as set forth in Exhibit A of this Attachment.

2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

2.5.7 If Andrex requests ULM on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility with ULM if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. Andrex will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.

2.5.8 Andrex shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Andrex desires BellSouth to condition.

2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Andrex, Andrex will submit a service inquiry to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by Andrex is available at the location for which the ULM was requested, Andrex will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Andrex will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 **Loop Provisioning Involving Integrated Digital Loop Carriers**

2.6.1 Where Andrex has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to Andrex. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for Andrex (e.g. hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.

4. If capacity exists, provide "Digital Access Cross Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.3 If no alternate facility is available, and upon request from Andrex, and if agreed to by both Parties, BellSouth may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. Andrex will then have the option of paying the one-time SC rates to place the Loop.

2.7 **Network Interface Device**

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

2.7.2 BellSouth shall permit Andrex to connect Andrex's Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 **Access to NID**

2.7.3.1 Andrex may access the End User's customer premises wiring by any of the following means and Andrex shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow Andrex to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises.

2.7.3.1.2 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.3.1.4 Andrex may request BellSouth to make other rearrangements to the End User customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.3.2 In no case shall either Party remove or disconnect the other Party's Loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting Loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Andrex's responsibility to ensure there is no safety hazard, and Andrex will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's Loop has been disconnected from the NID, to reconnect the disconnected Loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected Loop must be appropriately cleared, capped and stored.

2.7.3.3 Andrex shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 Andrex shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with Andrex to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.4 Technical Requirements

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

2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross connect to Andrex's NID.

2.7.4.3 Existing BellSouth NIDs will be provided in "as is" condition. Andrex may request BellSouth to do additional work to the NID on a time and material basis.

When Andrex deploys its own local Loops in a multiple-line termination device, Andrex shall specify the quantity of NID connections that it requires within such device.

2.8 **Sub-loop Elements**

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (USL) elements as specified herein.

2.8.2 **Unbundled Sub-Loop Distribution**

2.8.2.1 The Unbundled Sub-Loop Distribution facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2-Wire or 4-Wire facility. BellSouth will make available the following sub-loop distribution offerings where facilities exist:

Unbundled Sub-Loop Distribution – Voice Grade
Unbundled Copper Sub-Loop
Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

2.8.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a copper sub-loop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

2.8.2.3.1 If Andrex requests a UCSL and it is not available, Andrex may request the copper Sub-Loop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.4 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

2.8.2.4.1 Upon request for USLD-INC from Andrex, BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC

pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for Andrex's use on this cross-connect panel. Andrex will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

2.8.2.5 For access to Voice Grade USLD and UCSL, Andrex shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Andrex's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.8.2.6 Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Andrex is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Andrex's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the website address: http://www.interconnection.bellsouth.com/products/html/unes.html.

2.8.2.7 The site set-up must be completed before Andrex can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Andrex's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.8.2.8 Once the site set-up is complete, Andrex will request sub-loop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when Andrex requests reuse of an existing facility, and the Order Coordination charge shall be billed in addition to the USL pair rate. For expedite requests by Andrex for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.

2.8.2.9 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.8.3 **Unbundled Network Terminating Wire (UNTW)**

2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, Andrex will install UNTW Access Terminals for BellSouth at no additional charge.

2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Andrex for each pair activated commensurate to the price specified in Andrex's Agreement.

2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as

certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.8.4 **Unbundled Sub-Loop Feeder**

2.8.4.1 Upon the Effective Date of this Agreement, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within ninety (90) calendar days of the Effective Date of this Agreement, Andrex will either negotiate market-based rates for these elements or will issue orders to have these

elements disconnected. If, after this ninety (90)-day period, market-based rates have not been negotiated and Andrex has not issued the appropriate disconnect orders, BellSouth may immediately disconnect any remaining USLF elements and will bill Andrex any applicable disconnect charges.

2.8.5 **Unbundled Loop Concentration**

2.8.5.1 Upon the Effective Date of this Agreement, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to this Agreement and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by Andrex, or BellSouth provides ninety (90) calendar days notice that such ULC must be terminated.

2.8.6 **Dark Fiber Loop**

2.8.6.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Andrex to utilize Dark Fiber Loops.

2.8.6.2 If Dark Fiber Loop is not readily available but can be made available through routine network modifications, as defined by the FCC, Andrex may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Andrex, BellSouth shall perform the routine network modifications.

2.8.6.3 Requirements

2.8.6.3.1 BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.

2.8.6.3.2 Andrex is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.

2.8.6.3.3 BellSouth shall use its commercially reasonable efforts to provide to Andrex information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a SI from Andrex.

2.8.6.3.4 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to Andrex within twenty (20) business days after Andrex submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable Andrex to connect Andrex provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

2.9 **Loop Makeup**

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to Andrex LMU information so that Andrex can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Andrex intends to install and the services Andrex wishes to provide. This section addresses LMU as a preordering transaction, distinct from Andrex ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

2.9.1.2 BellSouth will provide Andrex LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.

2.9.1.3 BellSouth's LMU information is provided to Andrex as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.9.1.5 Andrex may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by Andrex and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Andrex's ability to provide advanced data services over the ordered Loop type. Further, if Andrex orders Loops that do not require a specific facility medium (i.e. copper only) or Loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible Loops) and that are not inventoried as advanced services Loops, the LMU information for such Loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Andrex is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

2.9.2.1 Andrex may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if Andrex needs further Loop information in order to determine Loop service capability, Andrex may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.

2.9.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, incorporated herein by reference, as it may be amended from time to time, which can be found at the following BellSouth website: http://interconnection.bellsouth.com/guides/html/lmus.htm . The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, Andrex may reserve up to ten (10) Loop facilities. For a Manual LMUSI, Andrex may reserve up to three (3) Loop facilities.

2.9.3.2 Andrex may reserve facilities for up to four (4) business days for each facility requested through LMU from the time the LMU information is returned to Andrex. During and prior to Andrex placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Andrex does not submit an LSR for a UNE service on a reserved facility within the four (4)-day

reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.9.3.3 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

2.9.3.4 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Andrex will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, Andrex does not reserve facilities upon an initial LMUSI, Andrex's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A of this Attachment.

2.9.3.5 Where Andrex has reserved multiple Loop facilities on a single reservation, Andrex may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Andrex, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Andrex.

3 Line Sharing

3.1 General

3.1.1 Line Sharing is defined as the process by which Andrex provides digital subscriber line service over the same copper loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the loop and Andrex using the high frequency spectrum (as defined below) of the loop.

3.1.2 Line Sharing arrangements in service as of October 1, 2003, will be grandfathered until the earlier of the date the End User discontinues or moves service with Andrex. Grandfathered arrangements pursuant to this Section will be billed at the rates set forth in Exhibit A.

3.1.3 For the period from October 2, 2003, through October 1, 2004, Andrex may request new Line Sharing arrangements. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004, the rates will be as set forth in Exhibit A. After October 1, 2004, Andrex may not request new Line Sharing arrangements under the terms of this Agreement.

3.1.4 The rates set forth herein will be applied retroactively back to the date set forth in the Triennial Review Order.

3.1.5 As of the earlier of October 2, 2006, or the date that the End User discontinues or moves service with Andrex, all Line Sharing arrangements pursuant to Section 3.1.3 of this Attachment shall be terminated.

3.1.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Andrex the ability to provide Digital Subscriber Line (xDSL) data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Andrex shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.7 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

3.1.8 BellSouth will provide Loop Modification to Andrex on an existing Loop in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Andrex requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Andrex shall pay for the Loop to be restored to its original state.

3.1.9 Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and Andrex desires to continue providing xDSL service on such Loop, Andrex shall be required to purchase a full stand-alone Loop UNE. To the extent commercially practicable, BellSouth shall give Andrex notice in a reasonable time prior to disconnect, which notice shall give Andrex an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the End User and Andrex purchases the full stand-alone Loop, Andrex may elect the type of Loop it will purchase. Andrex will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event Andrex purchases a voice grade Loop, Andrex acknowledges that such Loop may not remain xDSL compatible.

3.1.10 If Andrex reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge Andrex for

any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit A of this Attachment.

3.1.11 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.

3.2 **Provisioning of Line Sharing and Splitter Space**

3.2.1 BellSouth will provide Andrex with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, Andrex must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the End User of such Loop.

3.2.1.2 Andrex may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of Andrex's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth Complex Resale Support Group.

3.2.1.3 Once a splitter is installed on behalf of Andrex in a central office in which Andrex is located, Andrex shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and Andrex shall pay the electronic or manual ordering charges as applicable when Andrex orders High Frequency Spectrum for End User service.

3.2.1.4 BellSouth shall test the data portion of the Loop to ensure the continuity of the wiring for Andrex's data.

3.3 **BellSouth Provided Splitter – Line Sharing**

3.3.1 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Andrex access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Andrex's xDSL equipment in Andrex's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide Andrex with a carrier notification letter, informing Andrex of change. Andrex shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina. Andrex shall purchase ports on the splitter in increments of twenty-four (24) or ninety-six (96) ports in Tennessee.

3.3.2 BellSouth will install the splitter in (i) a common area close to Andrex's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Andrex's

DS0 termination point as possible. Andrex shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Andrex on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Andrex DS0 at such time that a Andrex End User's service is established.

3.4 **CLEC Provided Splitter – Line Sharing**

3.4.1 Andrex may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. Andrex may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

3.4.2 Any splitters installed by Andrex in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Andrex may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.5 **Ordering – Line Sharing**

3.5.1 Andrex shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.

3.5.2 BellSouth will provide Andrex the LSR format to be used when ordering the High Frequency Spectrum.

3.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com.

3.5.4 BellSouth will provide Andrex access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Andrex shall pay the rates for such services, as described in Exhibit A.

3.6 **Maintenance and Repair – Line Sharing**

3.6.1 Andrex shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If Andrex is using a BellSouth owned splitter, Andrex may access the Loop at the point where the combined voice and data signal exits the central office splitter via a bantam test

jack. If Andrex provides its own splitter, it may test from the collocation space or the Termination Point.

3.6.2 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. Andrex will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.6.3 Andrex shall inform its End Users to direct data problems to Andrex, unless both voice and data services are impaired, in which event the End Users should call BellSouth.

3.6.4 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.

3.6.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to Andrex, BellSouth will notify Andrex. Andrex will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, Andrex will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue Andrex's access to the High Frequency Spectrum on such Loop. BellSouth will not be responsible for any loss of data as a result of this action.

3.7 **Line Splitting**

3.7.1 Line splitting allows a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.7.2 In the event Andrex provides its own switching or obtains switching from a third party, Andrex may engage in line splitting arrangements with another CLEC using a splitter, provided by Andrex, in a Collocation Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.

3.7.3 Where Andrex is purchasing a UNE-port and a UNE-loop, BellSouth shall offer line splitting pursuant to the following sections in this Attachment.

3.7.4 Andrex shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if Andrex will not provide voice and data services.

3.7.5 End Users currently receiving voice service from a Voice CLEC through a UNE-P may be converted to Line Splitting arrangements by Andrex or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, a UNE port, two collocation cross connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, port, and one collocation cross connection.

3.7.6 When End Users on Loops using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing Andrex for the High Frequency Spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of Andrex or its authorized agent to determine if the Loop is compatible for Line Splitting Service. Andrex or its authorized agent may use the existing Loop unless it is not compatible with the Data LEC's data service and Andrex or its authorized agent submits an LSR to BellSouth to change the Loop.

3.8 **Provisioning Line Splitting and Splitter Space**

3.8.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When Andrex or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross connection connecting the Loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. The Loop and port cannot be a Loop and port combination (i.e. UNE-P), but must be individual stand-alone Network Elements. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

3.8.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

3.8.3 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement, BellSouth Retail Voice Service, BellSouth High Frequency Spectrum (CO Based) Line Sharing.

3.8.4 For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same Loop.

3.9 Ordering – Line Splitting

3.9.1 Andrex shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation CFA for use with Line Splitting.

3.9.2 BellSouth shall provide Andrex the LSR format to be used when ordering Line Splitting service.

3.9.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com.

3.9.4 BellSouth will provide Andrex access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Andrex shall pay the rates for such services as described in Exhibit A.

3.9.5 BellSouth will provide Loop modification to Andrex on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: http://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this offering are as set forth in Exhibit A of this Attachment.

3.10 Maintenance – Line Splitting

3.10.1 BellSouth will be responsible for repairing voice services and the physical loop between the NID at the customer's premises and the termination point. Andrex will be responsible for maintaining the voice and data services. Each Party will be responsible for maintaining its own equipment.

3.10.2 Andrex shall inform its End Users to direct all problems to Andrex or its authorized agent.

3.10.3 If Andrex is not the data provider, Andrex shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the data provider.

4 Local Switching

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to Andrex for the provision of a telecommunications service.

4.2 **Local Circuit Switching Capability, including Tandem Switching Capability**

4.2.1 Local circuit switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local circuit switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signalling service features, and Centrex, as well as any technically feasible customized routing functions.

4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Andrex for a particular End User when Andrex: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Andrex is serving any End User as described in (2) above as of the Effective Date of this Agreement, such End User's arrangement may not remain in place and such Arrangement must be terminated by Andrex or transitioned by Andrex, pursuant to Section 1.8 of this Attachment or BellSouth shall disconnect such Arrangements pursuant to Section 1.8.

4.2.3 Rates for unbundled switching at the DS1 level and above or for combinations with unbundled switching at the DS1 level and above provisioned prior to the Effective Date of this Agreement shall be those rates set forth in Exhibit A of this Attachment until April 1, 2004.

4.2.4 Local Switching that is not required to be provided as a UNE will be provided pursuant to a separate agreement or a tariff, at BellSouth's discretion.

4.2.5 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

4.2.6 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Andrex's End User local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

4.2.7 Provided that Andrex purchases unbundled local switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth local End User selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a Andrex local End User, or originated by a BellSouth local End User and terminated to a Andrex local End User, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched

access arrangements (i.e., calls that are transported by a Party other than BellSouth). For such calls, BellSouth will charge Andrex the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and Andrex shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

4.2.8 Where Andrex purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its End Users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a Andrex End User and terminate within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs (GSST). For such local calls, BellSouth will charge Andrex the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Andrex shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

4.2.9 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Andrex the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges as appropriate.

4.2.10 **Unbundled Port Features**

4.2.10.1 Charges for Unbundled Port are as set forth in Exhibit A, and as specified in such exhibit, may or may not include individual features.

4.2.10.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

4.2.10.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

4.2.10.4 BellSouth will provide to Andrex selective routing of calls to a requested Operator System platform pursuant to this Attachment. Any other routing requests by Andrex will be made pursuant to the BFR/NBR Process as set forth in Attachment 11.

4.2.11 **Remote Call Forwarding**

4.2.11.1 As an option, BellSouth shall make available to Andrex an unbundled port with Remote Call Forwarding capability (URCF service). URCF service combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF

service subscriber. When ordering URCF service, Andrex will ensure that the following conditions are satisfied:

4.2.11.1.1 That the End User of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such End User is different from the URCF service End User);

4.2.11.1.2 That the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;

4.2.11.1.3 That the URCF service will not be utilized to forward calls to another URCF or similar service; and

4.2.11.1.4 That the forward-to number (service) is not a public safety number (e.g. 911, fire or police number).

4.2.11.2 In addition to the charge for the URCF service port, BellSouth shall charge Andrex the rates set forth in Exhibit A for unbundled local switching, tandem switching, and common transport, including all associated usage incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).

4.2.12 **Provision for Local Switching**

4.2.12.1 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.

4.2.12.2 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.

4.2.12.3 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

4.2.12.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to Andrex all Advanced Intelligent Network (AIN) triggers in connection with its SMS/SCE offering.

4.2.12.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by Andrex.

4.2.13 **Local Switching Interfaces.**

4.2.13.1 Andrex shall order ports and associated interfaces compatible with the services it wishes to provide as listed in Exhibit A. BellSouth shall provide the following local switching interfaces:

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

4.2.13.1.2 Coin phone signaling;

4.2.13.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

4.2.13.1.4 Two-wire analog interface to PBX;

4.2.13.1.5 Four-wire analog interface to PBX;

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

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

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

4.2.13.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

4.2.14 All End Users of Andrex who have service provisioned via 4-Wire ISDN DS1 Port with E911 Locator Capability shall physically be located in the E911 Tandem Switch service area.

4.2.15 Andrex shall pass its End User's telephone number to BellSouth over the Primary Interface (PRI) trunk group via ANI or via direct Centralized Automated Message Accounting (CAMA) trunks to the appropriate E911 tandem switch.

4.2.16 Andrex shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User listed address as the actual physical End User location in the E911 Automatic Location Identification (ALI) Database.

4.2.17 Andrex will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for the CLEC's End Users.

4.3 **Tandem Switching**

4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

4.3.1.1 Where Andrex utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.3.2 Technical Requirements

4.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, June 1, 1990. The requirements for Tandem Switching include but are not limited to the following:

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

4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by Andrex and BellSouth;

4.3.2.1.3 Where applicable, Tandem Switching shall provide AIN 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;

4.3.2.1.4 Where applicable, Tandem Switching shall provide access to Toll Free number database;

4.3.2.1.5 Tandem Switching shall provide connectivity to Public Safety Answering Point (PSAP)s where 911 solutions are deployed and the tandem is used for 911; and

4.3.2.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.

4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to Andrex.

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

4.3.2.4 Tandem Switching shall process originating toll free traffic received from Andrex's local switch.

4.3.2.5 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.

4.3.3 Upon Andrex's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for Andrex's traffic overflowing from direct end office high usage trunk groups.

4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**

4.4.1 Where BellSouth provides local switching to Andrex, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of Andrex. AIN SCR will provide Andrex with the capability of routing operator calls, 0+ and 0- and 0+ NPA Local Numbering Plan Area (LNPA), 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.4.2 Andrex shall order AIN SCR through its Account Team and/or Local Contract Manager. AIN SCR must first be established regionally and then on a per central office per state basis.

4.4.3 AIN SCR is not available in DMS 10 switches.

4.4.4 Where AIN SCR is utilized by Andrex, the routing of Andrex's End User calls shall be pursuant to information provided by Andrex and stored in BellSouth's AIN SCR Service Control Point database. AIN SCR shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN SCR is established.

4.4.5 Upon ordering AIN SCR Regional Service, Andrex shall remit to BellSouth the Regional Service Order nonrecurring charges set forth in Exhibit A of this

Attachment. There shall be a nonrecurring End Office Establishment Charge per office due at the addition of each central office where AIN SCR will be utilized. Said nonrecurring charge shall be as set forth in Exhibit A of this Attachment. For each Andrex End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A of this Attachment. Andrex shall pay the AIN SCR Per Query Charge set forth in Exhibit A of this Attachment.

4.4.6 This Regional Service Order nonrecurring charge will be non-refundable and will be paid with one half due up-front with the submission of all fully completed required forms including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN SCRSCR Order Request - Form B, AIN SCR Central Office Identification Form - Form C, AIN SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has thirty (30) calendar days to respond to Andrex's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Andrex, BellSouth considers that the delivery schedule of this service commences. The remaining half of the Regional Service Order payment must be paid when at least ninety (90) percent of the Central Offices listed on the original order have been turned up for the service.

4.4.7 The nonrecurring End Office Establishment Charge will be billed to Andrex following BellSouth's normal monthly billing cycle for this type of order.

4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The nonrecurring End-User Establishment Charges will be billed to Andrex following BellSouth's normal monthly billing cycle for this type of order.

4.4.9 Additionally, the AIN SCR Per Query Charge will be billed to Andrex following the normal billing cycle for per query charges.

4.4.10 All other network components needed, for example, unbundled switching, unbundled local transport, etc., will be billed per contracted rates.

4.5 Selective Call Routing Using Line Class Codes (SCR-LCC)

4.5.1 Where Andrex purchases unbundled local switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route Andrex's End User calls to that provider through Selective Call Routing.

4.5.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Andrex to have its Operator Call Processing/Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

4.5.3 Custom Branding for Directory Assistance (DA) is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

4.5.4 Where available, Andrex specific and unique LCCs are programmed in each BellSouth end office switch where Andrex intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify Andrex's End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Andrex intends to provide Andrex -branded OCP/DA to its End Users in these multiple rate areas.

4.5.5 SCR-LCC supporting Custom Branding and Self Branding require Andrex to order dedicated trunking from each BellSouth end office identified by Andrex, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Andrex Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth tariffs.

4.5.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by Andrex to the BellSouth TOPS.

4.5.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

5 Unbundled Network Element Combinations

5.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by Andrex are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by Andrex are not already combined by BellSouth in the location requested by Andrex but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by Andrex are not elements that BellSouth combines for its use in its network.

5.1.1 Upon request, BellSouth shall perform the functions necessary to combine unbundled Network Elements in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such combination is technically feasible and will not undermine the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with BellSouth's network.

5.2 Enhanced Extended Links (EELs)

5.2.1 EELs are combinations of unbundled Loops and unbundled dedicated transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide Andrex with EELs where the underlying UNEs are available and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

5.2.2 High-capacity EELs are combinations of loop and transport UNEs or commingled loop and transport facilities at the DS1 and/or DS3 level as described in 47 CFR 51.318(b). High-capacity EELs must comply with the service eligibility requirements set forth in 5.2.4 below.

5.2.3 By placing an order for a high-capacity EEL, Andrex thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit Andrex's high-capacity EELs as specified below.

5.2.4 If a high-capacity EEL or Ordinarily Combined Network Element is not readily available but can be made available through routine network modifications, as defined by the FCC, Andrex may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Andrex, BellSouth shall perform the routine network modifications.

5.2.5 Service Eligibility Criteria

5.2.5.1 Andrex must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

5.2.5.1.1 Andrex has received state certification to provide local voice service in the area being served;

5.2.5.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

5.2.5.2.1 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;

5.2.5.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

5.2.5.2.3 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;

5.2.5.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 CFR 51.318(c);

5.2.5.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which Andrex will transmit the calling party's number in connection with calls exchanged over the trunk;

5.2.5.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, Andrex will have at least one (1) active DS1 local service interconnection trunk over which Andrex will transmit the calling party's number in connection with calls exchanged over the trunk;

5.2.5.2.7 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

5.2.6 BellSouth may, on an annual basis, audit Andrex's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that Andrex failed to comply with the service eligibility criteria, Andrex must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that , Andrex did not comply in any material respect with the service eligibility criteria, Andrex shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that Andrex did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Andrex for its reasonable and demonstrable costs associated with the audit. Andrex will maintain appropriate documentation to support its certifications.

5.2.7 In the event Andrex converts special access services to UNEs, Andrex shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.3 UNE Port/Loop Combinations

5.3.1 Combinations of port and loop unbundled Network Elements along with switching and transport unbundled Network Elements provide local exchange service for the origination or termination of calls. Port/loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

5.3.2 BellSouth is not required to provide combinations of port and loop Network Elements on an unbundled basis in locations where, pursuant to FCC and Commission rules, BellSouth is not required to provide local circuit switching as an unbundled Network Element.

5.3.3 BellSouth shall not be required to provide local circuit switching as a UNE in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Andrex if Andrex's customer has four (4) or more DS0 equivalent lines.

5.3.4 BellSouth shall not be required to provide local circuit switching as a UNE or combination of UNEs if the End User is being served by a BellSouth DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Andrex is serving any End User as described above as of October 2, 2003, such arrangement may not remain in place any longer than April 1, 2004, after which such arrangement must be terminated by Andrex or BellSouth shall convert such arrangement to tariff pricing. The filing of this Agreement with the applicable Commission shall constitute the filing of the joint transition plan specified by the FCC.

5.3.5 BellSouth shall make 911 updates in the BellSouth 911 database for Andrex's UNE port/Loop combinations. BellSouth will not bill Andrex for 911 surcharges. Andrex is responsible for paying all 911 surcharges to the applicable governmental agency.

5.4 Rates

5.4.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the rates associated with such combinations. Where a Currently Combined combination is not specifically set forth in Exhibit A, the rate for such Currently Combined combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable non-recurring switch-as-is charge set forth in Exhibit A.

5.4.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the non-recurring and recurring charges for

those combinations. Where an Ordinarily Combined combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined combination of Network Elements shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibit A.

5.4.3 Except as set forth in this Section 5, BellSouth shall provide UNE port/loop combinations specifically set forth in Exhibit A that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit A.

5.4.4 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to Andrex in addition to those specifically referenced in this Section 5 above, where available. To the extent Andrex requests a combination for which BellSouth does not have rates and methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.

6 Transport, Channelization and Dark Fiber

6.1 Transport

6.1.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rules 51.311, 51.319, and Section 251(c)(3) of the Act to interoffice transmission facilities described in this Section 6 on an unbundled basis to Andrex for the provision of a qualifying service, as set forth herein.

6.1.1.1 Dedicated Transport is defined as BellSouth's interoffice transmission facilities, dedicated to a particular customer or carrier that Andrex uses for transmission between wire centers or switches owned by BellSouth and within the same LATA.

6.1.1.2 Dark Fiber Transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics, between wire centers or switches owned by BellSouth and within the same LATA;

6.1.1.3 Common (Shared) Transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

6.1.1.3.1 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing unbundled Local Circuit Switching to Andrex.

6.1.2 BellSouth shall:

6.1.2.1 Provide Andrex exclusive use of Dedicated Transport to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

6.1.2.2 Provide all technically feasible features, functions, and capabilities of the transport facility;

6.1.2.3 Permit, to the extent technically feasible, Andrex to connect such interoffice facilities to equipment designated by Andrex, including but not limited to, Andrex's collocated facilities; and

6.1.2.4 Permit, to the extent technically feasible, Andrex to obtain the functionality provided by BellSouth's digital cross-connect systems.

6.1.3 Technical Requirements of Common (Shared) Transport

6.1.3.1 Common (Shared) Transport provided on DS1, DS3, and STS-1 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 applicable industry standards.

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

6.1.3.3 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

6.2 **Dedicated Transport**

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

6.2.1.1 As capacity on a shared UNE facility.

6.2.1.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Andrex.

6.2.2 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.

6.2.3 Andrex may obtain a maximum of twelve (12) unbundled dedicated DS3 circuits, or their equivalent, for any single route at the UNE rates set forth in Exhibit A for which dedicated DS3 transport is available as unbundled transport. Additional capacity may be purchased pursuant to the rates, terms and conditions as set forth in the applicable tariff. A route is defined as a transmission path between one of

BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.2.4 Any request to re-terminate one end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.

6.2.5 If Dedicated Transport is not readily available but can be made available through routine network modifications, as defined by the FCC, Andrex may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Andrex, BellSouth shall perform the routine network modifications.

6.2.6 Technical Requirements

6.2.6.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Andrex designated traffic.

6.2.6.2 For DS1 or DS3 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 applicable industry standards.

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

6.2.6.3.1 DS0 Equivalent;

6.2.6.3.2 DS1:

6.2.6.3.3 DS3; and

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

6.2.6.4 BellSouth shall design Dedicated Transport according to its network infrastructure. Andrex shall specify the termination points for Dedicated Transport.

6.2.6.5 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

6.2.6.6 BellSouth Technical References:

6.2.6.6.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6.2.6.6.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

6.2.6.6.3 TR 73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.3 Unbundled Channelization (Multiplexing)

6.3.1 Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) UNE or collocation cross connect to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross connect system at the discretion of BellSouth. Once UC has been installed, Andrex may request channel activation on an as needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

6.3.2 BellSouth shall make available the following channelization systems and interfaces:

6.3.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following Central Office Channel Interfaces (COCI) are available: Voice Grade, Digital Data and ISDN.

6.3.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

6.3.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

6.3.2.4 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional feature on DS1 facilities.

6.3.3 Technical Requirements

6.3.3.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, Andrex's channelization equipment must adhere strictly to form and protocol standards. Andrex must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.3.3.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995

6.4 **Dark Fiber Transport**

6.4.1 Dark Fiber Transport is strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Andrex to utilize Dark Fiber Transport.

6.4.2 If Dark Fiber Transport is not readily available but can be made available through routine network modifications, as defined by the FCC, Andrex may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by Andrex, BellSouth shall perform the routine network modifications.

6.4.3 Requirements

6.4.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.

6.4.3.2 Andrex is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.

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

6.4.3.4 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to Andrex within twenty (20) business days after Andrex submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., LGX) to enable Andrex to connect Andrex provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

7 **Databases**

7.1 Call Related Databases are the databases set forth in this Attachment, other than OSS, that are used in signaling networks for billing and collection, or the transmission, routing or other provision of a telecommunications service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information Database (LIDB), Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, SS7 Network Interconnection, and Calling Name (CNAM) Database Service at the prices set forth herein where BellSouth is required to provide and is providing unbundled access to local circuit switching to Andrex.

7.2 To the extent unbundled local circuit switching is converted to market based switching pursuant to Section 4.2.2 of this Attachment, BellSouth may, at its discretion, provide access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, SS7 Network Interconnection, Calling Name (CNAM) at market based rates pursuant to a separate agreement or tariff.

8 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service

8.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Andrex's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Andrex.

8.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

9 Line Information Database

9.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Andrex must purchase appropriate signaling links pursuant to Section 10 of this Attachment. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the

ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

9.2 Technical Requirements

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

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

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

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

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

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

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

9.2.8 BellSouth shall provide priority updates to LIDB for Andrex data upon Andrex'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.

9.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Andrex customer records will be missing from LIDB, as measured by Andrex audits. BellSouth will audit Andrex records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated Andrex contact person to resolve the status of the records and

BellSouth will update system appropriately. BellSouth will refer record of mismatches to Andrex within one (1) business day of audit. Once reconciled records are received back from Andrex, 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 Andrex to negotiate a time frame for the updates, not to exceed three business days.

9.2.10 BellSouth shall perform backup and recovery of all of Andrex'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.

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

9.2.12 BellSouth shall prevent any access to or use of Andrex 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 Andrex in writing.

9.2.13 BellSouth shall provide Andrex 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 Andrex at least at parity with BellSouth Customer Data. BellSouth shall obtain from Andrex the screening information associated with LIDB Data Screening of Andrex 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 Andrex under the BFR/NBR process as set forth in Attachment 11.

9.2.14 BellSouth shall accept queries to LIDB associated with Andrex customer records and shall return responses in accordance with industry standards.

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

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

9.3 Interface Requirements

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

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

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

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

9.3.5 The application of the LIDB rates contained in Exhibit A to this Attachment will be based on a Percent CLEC LIDB Usage (PCLU) factor. Andrex shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Andrex shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

10 Signaling

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

10.2 Signaling Link Transport

10.2.1 Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between Andrex designated Signaling Points of Interconnection that provide appropriate physical diversity.

10.2.2 Technical Requirements

10.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

10.2.3.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and

10.2.3.2 As a "B-link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).

10.2.4 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

10.2.4.1 An A-link layer shall consist of two (2) links.

10.2.4.2 A B-link layer shall consist of four (4) links.

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

10.2.4.4 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 (2) separate physical paths end-to-end); and

10.2.4.5 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

10.2.5 Interface Requirements

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

10.3 **Signaling Transfer Points**

10.3.1 A STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPS) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

10.3.2 Technical Requirements

10.3.2.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. STPs also provide access to third-party local or tandem switching and third-party-provided STPs.

10.3.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network

User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

10.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Andrex local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Andrex 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.

10.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Andrex 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 Andrex database, then Andrex agrees to provide BellSouth with the Destination Point Code for Andrex database.

10.3.2.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

10.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Andrex 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 may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

10.4 SS7

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

10.4.2 SS7 AIN Access shall provide Andrex SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Andrex SS7 Networks. BellSouth shall offer SS7 AIN 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 Andrex SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

10.4.3 Interface Requirements

10.4.3.1 BellSouth shall provide the following STP options to connect Andrex or Andrex-designated local switching systems to the BellSouth SS7 network:

10.4.3.1.1 An A-link interface from Andrex local switching systems; and,

10.4.3.1.2 A B-link interface from Andrex local STPs.

10.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.

10.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the 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.

10.4.3.4 BellSouth shall provide intraoffice diversity between the SPOI 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.

10.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

10.4.4 Message Screening

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

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

10.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Andrex from any signaling point or network

interconnected through BellSouth's SS7 network where the Andrex SCP has a valid signaling relationship.

10.5 **Service Control Points (SCP)/Databases**

10.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

10.5.2 A SCP is deployed in a 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.

10.5.3 Technical Requirements for SCPs/Databases

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

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

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

10.6 **Local Number Portability Database**

10.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. 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.

10.7 **SS7 Network Interconnection**

10.7.1 SS7 Network Interconnection is the interconnection of Andrex local signaling transfer point switches or Andrex local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases. Andrex local or tandem switching systems, and

other third-party switching systems directly connected to the BellSouth SS7 network.

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

10.7.3 If traffic is routed based on dialed or translated digits between a Andrex 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 Andrex local signaling transfer point switches and BellSouth or other third-party local switch.

10.7.4 SS7 Network Interconnection shall provide:

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

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

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

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

10.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.

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

10.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.

10.7.9 Interface Requirements

10.7.9.1 The following SS7 Network Interconnection interface options are available to connect Andrex or Andrex-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:

10.7.9.1.1 A-link interface from Andrex local or tandem switching systems; and

10.7.9.1.2 B-link interface from Andrex STPs.

10.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

10.7.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection 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.

10.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

10.7.9.5 BellSouth shall set message screening parameters to accept messages from Andrex local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Andrex switching system has a valid signaling relationship.

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

11.1 The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Andrex will be required to provide BellSouth daily updates to E911 database. Andrex shall also be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to its End Users.

11.2 Technical Requirements

11.2.1 BellSouth shall provide Andrex the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS

database to Andrex after Andrex provides End User information for input into the ALI/DMS database.

11.2.2 Andrex shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the ALI/DMS database.

12 Calling Name Database Service

12.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides Andrex the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

12.2 Andrex shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) calendar days prior to Andrex's access to BellSouth's CNAM Database Services and shall be addressed to Andrex's Local Contract Manager.

12.3 BellSouth's provision of CNAM Database Services to Andrex requires interconnection from Andrex to BellSouth CNAM SCPs. Such interconnections shall be established pursuant to Attachment 3 of this Agreement.

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

12.5 If Andrex elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia'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 Andrex desires to query.

12.6 If Andrex queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway STPs. The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.

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

12.8 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.

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

13 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access

13.1 BellSouth's SCE/SMS AIN Access shall provide Andrex the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

13.2 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 Andrex. 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.

13.3 BellSouth SCP shall partition and protect Andrex service logic and data from unauthorized access.

13.4 When Andrex selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Andrex to use BellSouth's SCE/SMS AIN Access to create and administer applications.

13.5 Andrex access will be provided via remote data connection (e.g., dial-in, ISDN).

13.6 BellSouth shall allow Andrex to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14 Operational Support Systems

14.1 BellSouth has developed and made available electronic interfaces by which Andrex may submit LSRs electronically.

14.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Exhibit A of this Attachment.

14.3 Denial/Restoral OSS Charge

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

14.4 Cancellation OSS Charge

14.4.1 Andrex will incur an OSS charge for an accepted LSR that is later canceled.

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

14.6 Network Elements and Other Services Manual Additive

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

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of ths two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.90	0.00	1.83	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																	
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00								
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.69	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.20	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.97	49.57	22.83	25.62	6.57						
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		48.65	48.65								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.95	23.95								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15 78	8 94								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make up (Engineering Information - E I)			UEANL	UEANM		13 49									
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9 00	9 00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23 02									
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	7 69	44 98	20 90	24 88	6 45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	10 92	44 98	20 90	24 88	6 45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	19 38	44 98	20 90	24 88	6 45						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8 33	0 83								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9 00									
	Unbundled Copper Loop, Non-Design Cooper Loop, billing for BST providing make-up (Engineering Information - E I)			UEQ	UEQMU		13 49									
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		48 65	48 65								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23 95	23 95								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14 27	7 43								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10 69	49 57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10 69	49 57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15 20	49 57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15 20	49 57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26 97	49 57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26 97	49 57	22 83	25 62	6 57						
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12 24	135 75	82 47	63 53	12 01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17 40	135 75	82 47	63 53	12 01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30 87	135 75	82 47	63 53	12 01						
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23 02									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12 24	135 75	82 47	63 53	12 01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17 40	135 75	82 47	63 53	12 01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30 87	135 75	82 47	63 53	12 01						
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23 02									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87 71	36 35								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11 21	1 10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	18 89	167 86	115 15	67 08	15 56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26 84	167 86	115 15	67 08	15 56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47 62	167 86	115 15	67 08	15 56						
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87 71	36 35								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19 28	147 69	94 41	62 23	10 71						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27 40	147 69	94 41	62 23	10 71						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48 62	147 69	94 41	62 23	10 71						
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23 02									
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91 61	44 15								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8 30	149 53	103 85	75 05	15 63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11 80	149 53	103 85	75 05	15 63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20 94	149 53	103 85	75 05	15 63						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23 02									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	8 30	124 83	71 12	60 64	9 12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11 80	124 83	71 12	60 64	9 12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	20 94	124 83	71 12	60 64	9 12						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23 02									
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86 19	40 39								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7 22	159 09	113 41	75 05	15 63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10 26	159 09	113 41	75 05	15 63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18 21	159 09	113 41	75 05	15 63						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23 02									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7 22	134 40	80 69	60 64	9 12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10 26	134 40	80 69	60 64	9 12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18 21	134 40	80 69	60 64	9 12						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23 02									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86 12	40 39								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10 86	193 31	138 98	77 15	12 61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15 44	193 31	138 98	77 15	12 61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27 39	193 31	138 98	77 15	12 61						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23 02									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10 86	168 62	115 47	62 74	11 22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15 44	168 62	115 47	62 74	11 22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27 39	168 62	115 47	62 74	11 22						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23 02									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86 12	40 39								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70 74	313 75	181 48	61 22	13 53						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100 54	313 75	181.48	61 22	13 53						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178 39	313 75	181.48	61 22	13 53						
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23 02									

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101 07	43 04								
	4-WIRE 19 2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19 2 Kbps		1	UDL	UDL19	22 20	161 56	108 85	67 08	15 56						
		4 Wire Unbundled Digital 19 2 Kbps		2	UDL	UDL19	31 56	161 56	108 85	67 08	15 56						
		4 Wire Unbundled Digital 19 2 Kbps		3	UDL	UDL19	55 99	161 56	108 85	67 08	15 56						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22 20	161 56	108 85	67 08	15 56						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31 56	161 56	108 85	67 08	15 56						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55 99	161 56	108 85	67 08	15 56						
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22 20	161 56	108 85	67 08	15 56						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31 56	161 56	108 85	67 08	15 56						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55 99	161 56	108 85	67 08	15 56						
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23 02									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102 11	49 74								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8 30	148 50	102 82	75 05	15 63						
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11 80	148 50	102 82	75 05	15 63						
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20 94	148 50	102 82	75 05	15 63						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8 30	123 81	70 09	60 64	9 12						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11 80	123 81	70 09	60 64	9 12						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20 94	123 81	70 09	60 64	9 12						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)			UCL	UREWO		97 21	42 47								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11 83	177 87	132 76	77 15	17 73						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16 81	177 87	132 76	77 15	17 73						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29 82	177 87	132 76	77 15	17 73						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11 83	153 18	100 03	62 74	11 22						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16 81	153 18	100 03	62 74	11 22						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29 82	153 18	100 03	62 74	11 22						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		97 21	42 47								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA UEANL, UEPSR, UEPSB	ULM2L		0 00	0 00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0 00	0 00								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10 52	10 52								
SUB-LOOPS																	

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		487 23									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		6 25									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		169 25									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		38 65									
	Sub-Loop Distributon Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6 46	60 19	21 78	47 50	5 26						
	Sub-Loop Distributon Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9 18	60 19	21 78	47 50	5 26						
	Sub-Loop Distributon Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16 29	60 19	21 78	47 50	5 26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9 00	9 00								
	Sub-Loop Distributon Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7 37	68 83	30 42	49 71	6 60						
	Sub-Loop Distributon Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10 47	68 83	30 42	49 71	6 60						
	Sub-Loop Distributon Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18 58	68 83	30 42	49 71	6 60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9 00	9 00								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	3 96	51 84	13 44	47 50	5 26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9 00	9 00								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	9 37	55 91	17 51	49 71	6 60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9 00	9 00								
	Loop Testing - Basc 1st Half Hour			UEANL	URET1		48 65	48 65								
	Loop Testing - Basc Additional Half Hour			UEANL	URETA		23 95	23 95								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5 15	60 19	21 78	47 50	5 26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7 31	60 19	21 78	47 50	5 26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	12 98	60 19	21 78	47 50	5 26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9 00	9 00								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	5 36	68 83	30 42	49 71	6 60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	7 61	68 83	30 42	49 71	6 60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	13 51	68 83	30 42	49 71	6 60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9 00	9 00								
	Loop Testing - Basc 1st Half Hour			UEF	URET1		48 65	48 65								
	Loop Testing - Basc Additional Half Hour			UEF	URETA		23 95	23 95								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0 4572	18 02									
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71 49	48 87								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113 89	89 07								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7 63	7 63								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7 63	7 63								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0 00	0 00									
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0 00	0 00									
	Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0 00	0 00									
UNE OTHER, PROVISIONING ONLY - NO RATE																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL, UDN,UEA,UHL,ULC	UNECN	0 00	0 00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0 00	0 00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0 00	0 00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0 00	0 00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0 00	0 00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10 92										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	386 88	556 37	343 01	139 13	96 84						
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10 92										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	426 60	556 37	343 01	139 13	96 84						
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		52 17	52 17								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		55 07	55 07								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0 6784	0 6784								
LINE SHARING AND LINE SPLITTING																	
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows.																
	NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																
	NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																
	NOTE 1. 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																
	NOTE 1. Above will apply to USOCS. ULSDT and ULSCT																
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003																
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	119 72	379 13	0 00	347 90	0 00						
		Line Sharing Splitter per System 24 Line Capacity			ULS	ULSDB	29 93	379 13	0 00	347 90	0 00						
		Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	8 33	379 13	0 00	347 90	0 00						
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		173 66	0 00	97 42	0 00						
	END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																
		Line Sharing - per Line Activation (BST Owned splitter) - OBSOLETE see **NOTE 2			ULS	ULSDC	0 61	29 68	21 28	19 57	9 61						
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1 (E 10/2/2003)			ULS	ULSDT	1 99	29 68	21 28	19 57	9 61						
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 (E 10/2/2004)			ULS	ULSDT	3 98	29 68	21 28	19 57	9 61						
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E 10/2/2005)			ULS	ULSDT	5 97	29 68	21 28	19 57	9 61						
		Line Sharing - per Subsequent Activity per Line Rearrangement - (BST Owned Splitter)			ULS	ULSDS		21 68	16 44								
		Line Sharing - per Subsequent Activity per Line Rearrangement - (DLEC Owned Splitter)			ULS	ULSCS		21 68	16 44								
		Line Sharing - per Line Activation (DLEC owned Splitter) - OBSOLETE see **NOTE 2			ULS	ULSCC	0 61	47 44	19 31	20 67	12 74						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Line Share Service TRO per line activation, CLEC owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1 (E 10/2/2003)			ULS	ULSCT	1 99	47 44	19 31	20 67	12 74						
		Line Share Service TRO per line activation, CLEC owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 (E 10/2/2004)			ULS	ULSCT	3 98	47 44	19 31	20 67	12 74						
		Line Share Service TRO per line activation, CLEC owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E 10/2/2005)			ULS	ULSCT	5 97	47 44	19 31	20 67	12 74						
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0 61										
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0 61	29 68	21 28	19 57	9 61						
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	1 134	29 68	21 28	19 57	9 61						
	MAINTENANCE																
		No Trouble Found - per 1/2 hour increments - Basic						80 00	55 00								
		No Trouble Found - per 1/2 hour increments - Overtime						120 00	82 50								
		No Trouble Found - per 1/2 hour increments - Premium						160 00	110 00								
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0 0091										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Terminatior			U1TVX	U1TV2	25 32	47 35	31 78	18 31	7 03						
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat - Per Mile per month			U1TVX	1L5XX	0 0091										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat - Facility Terminatior			U1TVX	U1TR2	25 32	47 35	31 78	18 31	7 03						
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0 0091										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22 58	47 35	31 78	18 31	7 03						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0 0091										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	18 44	47 35	31 78	18 31	7 03						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0 0091										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	18 44	47 35	31 78	18 31	7 03						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0 1856										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	88 44	105 54	98.47	21 47	19 05						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3 87										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,071 00	335 46	219 28	72 03	70 56						
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3 87										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1,056 00	335 46	219 28	72 03	70 56						
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF, UDFCX	1L5DF	26 85										
		NRC Dark Fiber - nteroffice Channel			UDF, UDFCX	UDF14		751 34	193 88	356 21	230 11						
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF, UDFCX	1L5DL	55 04										
		NRC Dark Fiber - _ocal Loop			UDF UDFCX	UDFL4		751 34	193 88	356 21	230 11						

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs Electronic- 1st	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit A Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Exhibit A Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates ($) SOMEC	OSS Rates ($) SOMAN	OSS Rates ($) SOMAN	OSS Rates ($) SOMAN	OSS Rates ($) SOMAN	OSS Rates ($) SOMAN
8XX ACCESS TEN DIGIT SCREENING																
	8XX Access Ten Digit Screening, Per Call			OHD		0 0006252										
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4 15	0 70								
	8XX Access Ten Digit Screening, Per 8XX No Established W/O POTS Translations			OHD			8 78	1 18	5 77	0 70						
	8XX Access Ten Digit Screening, Per 8XX No Established With POTS Translations			OHD	N8FTX		8 78	1 18	5 77	0 70						
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4 15	2 07								
	8XX Access Ten Digit Screening Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No			OHD	N8FMX		4 85	2 78								
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		4 85	0 70								
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4 15	4 15								
	8XX Access Ten Digit Screening, w/ 8FL No Delivery, per query			OHD		0 0006252										
	8XX Access Ten Digit Screening, w/ POTS No Delivery, per query			OHD		0 0006252										
LINE INFORMATION DATA BASE ACCESS (LIDB)																
	LIDB Common Transport Per Query			OQT		0 0000203										
	LIDB Validation Per Query			OQU		0 0136959										
	LIDB Originating Point Code Establishment or Change			OQT, OQU	NRBPX		55 13	55 13	55 13	55 13						
SIGNALING (CCS7)																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135 05										
	CCS7 Signaling Usage, Per TCAP Message			UDB		0 0000607										
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17 93	43 57	43 57	18 31	18 31						
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17 93	43 57	43 57	18 31	18 31						
	CCS7 Signaling Usage, Per ISUP Message			UDB		0 0000152										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694 32										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46 03	46 03	46 03	46 03						
E911 SERVICE																
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 1					21 94	265 84	46 97	37 63	4 00						
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 2					29 62	265 84	46 97	37 63	4 00						
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 3					57 22	265 84	46 97	37 63	4 00						
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0 0091										
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					25 32	47 35	31 78	18 31	7 03						
	Local Channel - Dedicated - DS1 - Zone 1					35 28	216 65	183 54	21 47	19 05						
	Local Channel - Dedicated - DS1 - Zone 2					47 63	216 65	183 54	21 47	19 05						
	Local Channel - Dedicated - DS1 - Zone 3					92 01	216 65	183 54	21 47	19 05						
	Interoffice Transport - Dedicated - DS1 Per Mile					0 1856										
	Interoffice Transport - Dedicated - DS1 Per Facility Termination					88 44	105 54	98 47	21 47	19 05						
CALLING NAME (CNAM) SERVICE																
	CNAM For DB Owners - Service Establishment			OQV			25 35	25 35	19 01	19 01						
	CNAM For Non DB Owners - Service Establishment			OQV			25 35	25 35	19 01	19 01						
	CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			1,592 00	1,177 00	352 36	259 09						
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			546 51	393 82	358 06	259 09						
	CNAM for DB Owners, Per Query			OQV		0 001024										
	CNAM for Non DB Owners, Per Query			OQV		0 001024										
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93 55	93 55	12 71	12 71						
VIRTUAL COLLOCATION																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0 0502	11 57	11 57	0 00	0 00						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0 0276	8 22	7 22	5 74	4 58						
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment			SRC	SRCEC		193,444 00		7,737 00							
	End Office Establishment			SRC	SRCEO		187 36	187 36	0 69	0 69						
	Query NRC, per query			SRC		0 0031868										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		43 56	43 56	44 93	44 93						
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8 64	8 64	10 03	10 03						
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8 64	8 64	10 03	10 03						
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		38 66	38 66	29 88	29 88						
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75 10	75 10	12 93	12 93						
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0 0028										
	AIN SMS Access Service - Session, Per Minute					0 7809										
	AIN SMS Access Service - Company Performed Session, Per Minute					0 4609										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43 56	43 56	44 93	44 93						
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,439 00	8,439 00								
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term Attempt				BAPTT		8 64	8 64	10 03	10 03						
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8 64	8 64	10 03	10 03						
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		8 64	8 64	10 03	10 03						
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit POOF				BAPTO		38 06	38 06	15 86	15 86						
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		38 06	38 06	15 86	15 86						
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		38 06	38 06	15 86	15 86						
	AIN Toolkit Service - Query Charge, Per Query					0 0535927										
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0 0063698										
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0 06										
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	8 34	8 64	8 64	6 08	6 08						
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3 73	9 56	9 56								
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	4 73	8 64	8 64	6 08	6 08						
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0 12	9 56	9 56								
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements															
	EXTENTED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12 24	127 59	60 54	42 79	2 81						
	First 2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17 40	127 59	60 54	42 79	2 81						
	First 2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30 87	127 59	60 54	42.79	2 81						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0 1856										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
		1/0 Channelization System in combination Per Month			UNC1X	MQ1	146 77	101 42	71 62								
		Voice Grade COCI - Per Month			UNCVX	1D1VG	1 38	10 07	7 08	0 00	0 00						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 1		1	UNCVX	UEAL2	12 24	127 59	60 54	42 79	2 81						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2		2	UNCVX	UEAL2	17 40	127 59	60 54	42 79	2 81						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3		3	UNCVX	UEAL2	30 87	127 59	60 54	42 79	2 81						
		Voice Grade COCI - Per Month			UNCVX	1D1VG	1 38	10 07	7 08	0 00	0 00						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	18 89	127 59	60 54	42 79	2 81						
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26 84	127 59	60 54	42 79	2 81						
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	47 62	127 59	60 54	42 79	2 81						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	146 77	101 42	71 62								
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	1 38	10 07	7 08	0 00	0 00						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18 89	127 59	60 54	42 79	2 81						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26 84	127 59	60 54	42 79	2 81						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47 62	127 59	60 54	42 79	2 81						
		Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	1 38	10 07	7 08	0 00	0 00						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	22 20	127 59	60 54	42 79	2 81						
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31 56	127 59	60 54	42 79	2 81						
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	55 99	127 59	60 54	42 79	2 81						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	146 77	101 42	71 62								
		OCU-DP COCI (data) per month (2 4-64kbs)			UNCDX	1D1DD	2 10	10 07	7 08	0 00	0 00						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22 20	127 59	60 54	42 79	2 81						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31 56	127 59	60 54	42 79	2 81						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55 99	127 59	60 54	42 79	2 81						
		Additional OCU-DP COCI (data) - in combination per month (2 4-64kbs)			UNCDX	1D1DD	2 10	10 07	7 08	0 00	0 00						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE 64 KEPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	22 20	127 59	60 54	42 79	2 81						
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31 56	127 59	60 54	42 79	2 81						
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55 99	127 59	60 54	42 79	2 81						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	146 77	101 42	71 62								
	OCU-DP COCI (da a) - in combination - per month (2 4-64kbs)			UNCDX	1D1DD	2 10	10 07	7 08	0 00	0 00						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22 20	127 59	60 54	42 79	2 81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transpo t Combination - Zone 2		2	UNCDX	UDL64	31 56	127 59	60 54	42 79	2 81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transpo t Combination - Zone 3		3	UNCDX	UDL64	55 99	127 59	60 54	42 79	2 81						
	Additional OCU-DP COCI (data) - in combination - per month (2 4-64kbs)			UNCDX	1D1DD	2 10	10 07	7 08	0 00	0 00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70 74	217 75	121 62	51 44	14 45						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100 54	217 75	121 62	51 44	14 45						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178 39	217 75	121 62	51 44	14 45						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	First DS1Loop in Combination - Zone 1		1	UNC1X	USLXX	70 74	217 75	121 62	51 44	14 45						
	First DS1Loop in Combination - Zone 2		2	UNC1X	USLXX	100 54	217 75	121 62	51 44	14 45						
	First DS1Loop in Combination - Zone 3		3	UNC1X	USLXX	178 39	217 75	121 62	51 44	14 45						
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	3 87										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	1,071 00	314 45	130 88	38 60	18 23						
	3/1Channel System in combination per month			UNC3X	MQ3	211 19	199 28	118 64	40 34	39 07						
	DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70 74	217 75	121 62	51 44	14 45						
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100 54	217 75	121 62	51 44	14 45						
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178 39	217 75	121 62	51 44	14 45						
	Additional DS1 CCCI in combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8 98	8 98	8.98	8 98						
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	2-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL2	12 24	127 59	60 54	42.79	2 81						
	2-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL2	17 40	127 59	60 54	42 79	2 81						
	2-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL2	30 87	127 59	60 54	42 79	2 81						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0 0091										
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	25 32	94 70	52 59	50 49	21 53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	18 89	127 59	60 54	42 79	2 81						
	4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	26 84	127 59	60 54	42 79	2 81						
	4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	47 62	127 59	60 54	42 79	2 81						
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0 0091										
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	22 58	94 70	52 59	50 49	21 53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10 92										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	386 88	249 97	162 05	67 10	26 82						
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	3 87										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1,071 00	314 45	130 88	38 60	18 23						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	10 92										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	426 60	249 97	162 05	67 10	26 82						
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	3 87										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1,056 00	314 45	130 88	38 60	18 23						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT															
	First 2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19 28	127 59	60 60	42 79	2 81						
	First 2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27 40	127 59	60 60	42 79	2 81						
	First 2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48 62	127 59	60 60	42 79	2 81						
	Interoffice Transport - Dedicated - DS1 combination - per mile per month			UNC1X	1L5XX	0 1856										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
	1/0 Channel System in combination - per month			UNC1X	MQ1	146 77	101 42	71 62								
	2-wire ISDN COCI BRITE) - in combination - per month			UNCNX	UC1CA	3 66	10 07	7 08	0 00	0 00						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19 28	127 59	60 60	42 79	2 81						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	27 40	127 59	60 60	42.79	2 81						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	48 62	127 59	60 60	42 79	2 81						
	Additional 2-wire ISDN COCI (BRITE) - in combination- per month			UNCNX	UC1CA	3 66	10 07	7 08	0 00	0 00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	First DS1 Loop Combination - Zone 1		1	UNC1X	USLXX	70 74	217 75	121 62	51 44	14 45						
	First DS1 Loop Combination - Zone 2		2	UNC1X	USLXX	100 54	217 75	121 62	51 44	14 45						
	First DS1 Loop Combination - Zone 3		3	UNC1X	USLXX	178 39	217 75	121 62	51 44	14 45						

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs Electronic-1st	Attachment: 2 Incremental Charge - Manual Svc Order vs Electronic-Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit: A Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	3 87										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1,056 00	314 45	130 88	38 60	18 23						
	3/1 Channel System in combination per month			UNCSX	MQ3	211 19	199 28	118 64	40 34	39 07						
	DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70 74	217 75	121 62	51 44	14 45						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100 54	217 75	121 62	51 44	14 45						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178 39	217 75	121 62	51 44	14 45						
	DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	22 20	127 59	60 54	42 79	2 81						
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	31 56	127 59	60 54	42 79	2 81						
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	55 99	127 59	60 54	42 79	2 81						
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0 0091										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	18 44	94 70	52 59	50 49	21 53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in Combination - Zone 1		1	UNCDX	UDL64	22 20	127 59	60 54	42 79	2 81						
	4-wire 64 kbps Local Loop in Combination - Zone 2		2	UNCDX	UDL64	31 56	127 59	60 54	42 79	2 81						
	4-wire 64 kbps Local Loop in Combination - Zone 3		3	UNCDX	UDL64	55 99	127 59	60 54	42 79	2 81						
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0 0091										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	18 44	94 70	52 59	50 49	21 53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 2-wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12 24	127 59	60 54	42 79	2 81						
	First 2-wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17 40	127 59	60 54	42 79	2 81						
	First 2-wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30 87	127 59	60 54	42 79	2 81						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0 1856										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
	Per each DS1 Channelization System Per Month			UNC1X	MQ1	146 77	101 42	71 62								
	Per each Voice Grade COCI - Per Month per month			UNCVX	1D1VG	1 38	10 07	7 08	0 00	0 00						
	3/1 Channel System in combination per month			UNC3X	MQ3	211 19	199 28	118 64	40 34	39 07						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12 24	127 59	60 54	42 79	2 81						
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17 40	127 59	60 54	42 79	2 81						
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30 87	127 59	60 54	42 79	2 81						
	Each Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	1 38	10 07	7 08	0 00	0 00						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0 1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
	Each Additional DS1 COCI combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
		EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1		1	UNCVX	UEAL4	18 89	127 59	60 54	42 79	2 81						
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2		2	UNCVX	UEAL4	26 84	127 59	60 54	42 79	2 81						
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3		3	UNCVX	UEAL4	47 62	127 59	60 54	42 79	2 81						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
		First Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	146 77	101 42	71 62								
		Per each Voice Grade COCI in combination - per month			UNCVX	1D1VG	1 38	10 07	7 08	0 00	0 00						
		3/1 Channel System in combination per month			UNC3X	MQ3	211 19	199 28	118 64	40 34	39 07						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18 89	127 59	60 54	42 79	2 81						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26 84	127 59	60 54	42 79	2 81						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47 62	127 59	60 54	42 79	2 81						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0 1856										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
		Additional Voice Grade COCI - in combination - per month			UNCVX	1D1VG	1 38	10 07	7 08	0,00	0 00						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
		EXTENDED 4-WIRE 56 KEPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 1		1	UNCDX	UDL56	22 20	127 59	60 54	42 79	2 81						
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 2		2	UNCDX	UDL56	31 56	127 59	60 54	42 79	2 81						
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 3		3	UNCDX	UDL56	55 99	127 59	60 54	42 79	2 81						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
		First Interoffice Transport - Dedicated - DS1 - combination Facility Terminator Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	146 77	101 42	71 62								
		Per each OCU-DP COCI (data) COCI per month (2 4-64kbs)			UNCDX	1D1DD	2 10	10 07	7 08	0 00	0 00						
		3/1 Channel System in combination per month			UNC3X	MQ3	211 19	199 28	118 64	40 34	39 07						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22 20	127 59	60 54	42 79	2 81						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31 56	127 59	60 54	42 79	2 81						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55 99	127 59	60 54	42 79	2 81						
		OCU-DP COCI (daa) COCI in combination per month (2 4-64kbs)			UNCDX	1D1DD	2 10	10 07	7 08	0 00	0 00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0 1856										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 4-WIRE 64 KEPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22 20	127 59	60 54	42 79	2 81						
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31 56	127 59	60 54	42 79	2 81						
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55 99	127 59	60 54	42 79	2 81						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
	Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	146 77	101 42	71 62								
	Per each OCU-DP COCI (data) in combination - per month (2 4-64kbs)			UNCDX	1D1DD	2 10	10 07	7 08	0 00	0 00						
	3/1 Channel System in combination per month			UNC3X	MQ3	211 19	199 28	118 64	40 34	39 07						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22 20	127 59	60 54	42 79	2 81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31 56	127 59	60 54	42 79	2 81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55 99	127 59	60 54	42 79	2 81						
	Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2 4-64kbs)			UNCDX	1D1DD	2 10	10 07	7 08	0 00	0 00						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0 1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	19 28	127 59	60 60	42 79	2 81						
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	27 40	127 59	60 60	42 79	2 81						
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	48 62	127 59	60 60	42 79	2 81						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0 1856										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
	Per each Channel System 1/0 in combination - per month			UNC1X	MQ1	146 77	101 42	71 62								
	Per each 2-wire ISDN COCI (BRITE) in combination - per month			UNCNX	UC1CA	3 66	10 07	7 08	0 00	0 00						
	3/1 Channel System in combination per month			UNC3X	MQ3	211 19	199 28	118 64	40 34	39 07						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19 28	127 59	60 60	42 79	2 81						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	27 40	127 59	60 60	42 79	2 81						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	48 62	127 59	60 60	42 79	2 81						
	Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	3 66	10 07	7 08	0 00	0 00						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0 1856										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
		EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	70 74	217 75	121 62	51 44	14 45						
		First 4-wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	100 54	217 75	121 62	51 44	14 45						
		First 4-wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	178 39	217 75	121 62	51 44	14 45						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
		3/1 Channel System in combination per month			UNC3X	MQ3	211 19	199 28	118 64	40 34	39 07						
		Per each DS1 COCI combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0 1856										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13 76	10 07	7 08	0 00	0 00						
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	70 74	217 75	121 62	51 44	14 45						
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	100 54	217 75	121 62	51 44	14 45						
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	178 39	217 75	121 62	51 44	14 45						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	22 20	127 59	60 54	42 79	2 81						
		First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	31 56	127 59	60 54	42 79	2 81						
		First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	55 99	127 59	60 54	42 79	2 81						
		First 4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0 0091										
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	18 44	94 70	52 59	50 49	21 53						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8 98	8 98	8 98	8 98						
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	22 20	127 59	60 54	42 79	2 81						
		First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	31 56	127 59	60 54	42 79	2 81						
		First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	55 99	127 59	60 54	42 79	2 81						
		First I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0 0091										
		First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	18 44	94 70	52 59	50 49	21 53						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8 98	8 98	8 98	8 98						
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		8 98	8 98	8 98	8 98						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8 98	8 98	8 98	8 98						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		8 98	8 98	8 98	8 98						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		8 98	8 98	8 98	8 98						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		8 98	8 98	8 98	8 98						
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0I	0I	0I	0I						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0I	0I	0I	0I						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184 92S	23 82S	2 07S	0 8S						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219 09S	7 67S	0 773S	0S						
	MULTIPLEXERS															
	DS1 to DS0 Channel System per month			UNC1X	MQ1	146 77	101 42	71 62								
	OCU-DP COCI (dala) - DS1 to DS0 Channel System - per month (2 4-64kbs) used for a Local Loop			UDL	1D1DD	2 10	10 07	7 08								
	OCU-DP COCI (dala) - DS1 to DS0 Channel System - per month (2 4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2 10	10 07	7 08	0 00	0 00						
	2-wire ISDN COCI BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3 66	10 07	7 08								
	2-wire ISDN COCI BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3 66	10 07	7 08	0 00	0 00						
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	1 38	10 07	7 08								
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1 38	10 07	7 08	0 00	0 00						
	DS3 to DS1 Channel System per month			UNC3X	MQ3	211 19	199 28	118 64	40 34	39 07						
	STS-1 to DS1 Channel System per month			UNXCS	MQ3	211 19	199 28	118 64	40 34	39 07						
	DS1 COCI used wih Loop per month			USL	UC1D1	13 76	10 07	7 08								
	DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	13 76	10 07	7 08	0 00	0 00						
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	13 76	10 07	7 08	0 00	0 00						
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	13 76	10 07	7 08	0.00	0 00						
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	Exchange Ports															
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports - 2-Wire Analog Line Port- Res			UEPSR	UEPRL	1 40	3 74	3 63	1 88	1 80						
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res			UEPSR	UEPRC	1 40	3 74	3 63	1 88	1 80						
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res			UEPSR	UEPRO	1 40	3 74	3.63	1 88	1 80						
	Exchange Ports - 2-Wire VG unbundled Florida area calling with Caller ID - Res			UEPSR	UEPAF	1 40	3 74	3 63	1.88	1 80						
	Exchange Ports - 2-Wire VG unbundled Florida Residence Area Calling Plan, without Caller ID capability			UEPSR	UEPA9	1 40	3 74	3 63	1 88	1 80						
	Exchange Ports - 2-Wire VG unbundled Florida extended dialing port for use with CREX7 and Caller ID			UEPSR	UEPA1	1 40	3 74	3 63	1 88	1 80						
	Exchange Ports - 2-Wire VG unbundled Florida extended dialing port for use with CREX7, without Caller ID capability			UEPSR	UEPA8	1 40	3 74	3 63	1 88	1 80						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1 40	3 74	3 63	1 88	1 80						
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1 40	3 74	3 63	1 88	1 80						
	Subsequent Activity			UEPSR	USASC	0 00	0 00	0 00								
FEATURES																
	All Available Vertical Features			UEPSR	UEPVF	2 26	0 00	0 00								
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1 40	3 74	3 63	1 88	1 80						
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus			UEPSB	UEPBC	1 40	3 74	3 63	1 88	1 80						
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus			UEPSB	UEPBO	1 40	3 74	3 63	1 88	1 80						
	Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1 40	3 74	3 63	1 88	1 80						
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1 40	3 74	3 63	1 88	1 80						
	Subsequent Activity			UEPSB	USASC	0 00	0 00	0 00								
FEATURES																
	All Available Vertical Features			UEPSB	UEPVF	2 26	0 00	0 00								
EXCHANGE PORT RATES (DID & PBX)																
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1 40	39 06	18 18	12 35	0 7187						
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1 40	39 06	18 18	12 35	0 7187						
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1 40	39 06	18 18	12 35	0 7187						
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1 40	39 06	18 18	12 35	0 7187						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1 40	39 06	18 18	12 35	0 7187						
	Subsequent Activity			UEPSP	USASC	0 00	0 00	0 00								
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	2 26	0 00	0 00								
EXCHANGE PORT RATES (COIN)																
	Exchange Ports - Coin Port					1 40	3 74	3 63	1 88	1 80						
NOTE: 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.																
NOTE Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES																
The DS1 Port rates below for 4-Wire DDITS Trunk Port and 4-Wire ISDN Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement																
Requests for 4-Wire DDITS Trunk Ports with 4-Wire ISDN DS1 Ports after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8 73	78 41	15 82	41 94	4 26						
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability (E 4/1/2004)			UEPDD	UEPDD	54 95	151 11	77 75	48 81	3 10						
	Exchange Ports - 2-Wire ISDN Port (See Notes below)			UEPTX, UEPSX	U1PMA	8 83	46 83	50 68	27 64	11 93						
	All Features Offered			UEPTX, UEPSX	UEPVF	2 26	0,00	0 00								
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	U1UMA	0 00	0 00	0 00								
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment: 2 Incremental Charge - Manual Svc Order vs Electronic-Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Exhibit: A Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates ($) SOMEC	OSS Rates ($) SOMAN	OSS Rates ($) SOMAN	OSS Rates ($) SOMAN	OSS Rates ($) SOMAN	OSS Rates ($) SOMAN
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process					Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process										
	EXCHANGE PORT RATES (continued)															
	Exchange Ports - 4 Wire ISDN DS1 Port with Detailed E911 Locator Capability (E 4/1/2004)			UEPEX	UEPEX	82 74	174 61	95 17	49 80	18 23						
	Exchange Ports - 4 Wire ISDN DS1 Port (E 4/1/2004)			UEPDX	UEPDX	82 74	174 61	95 17	49 80	18 23						
	Physical Collocation - DS1 Cross-Connects			UEPEX UEPDX	PE1P1	1 32	27 77	15 52	5 93	4 77						
	Virtual collocation - Special Access & UNE, cross-connect per DS1			UEPEX UEPDX	CNC1X	7 50	155 00	14 00								
	Detailed E911 with Locator Capability (required with UEPEX port)															
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Initial Profile Establishment per CLEC per State			UEPEX	UEP1A	0 00	1,809 00		151 12							
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Subsequent Profile Changes, Additions, Deletions			UEPEX	UEP1B	0 00	175 66									
	New or Additional PRI Telephone Numbers															
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability 2-way Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1C	0 0699	0 5412									
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Outdial Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1D	0 0699	12 71	12 71								
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - Inward Telephone Numbers - Inward Data Only Option [New or Additional]			UEPDX	UEP1E	0 00	0 5412									
	Exchange Ports - 4 Wire ISDN DS1 Port - Subsequent [New] Inward Tel Numbers [Customer Testing Purposes]			UEPEX	PR7ZT	0 00	25 42	25 42								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPEX UEPDX	LNPCN	1 75										
	INTERFACE (Provisioning Only)															
	Voice/Data			UEPEX	PR71V	0 00	0 00	0 00								
	Digital Data			UEPEX	PR71D	0 00	0 00	0 00								
	Inward Data			UEPDX	PR71E	0 00	0 00	0 00								
	New or Additional Channel															
	New or Additional - Voice/Data "B" Channel			UEPEX	PR7BV	0 00	15 48									
	New or Additional - Digital Data "B" Channel			UEPEX	PR7BF	0 00	15 48									
	New or Additional Inward Data "B" Channel			UEPDX	PR7BD	0 00	15 48									
	New or Additional Useage Sensitive Voice Data "B" Channel			UEPEX	PR7BS	0 00										
	New or Additional Useage Sensitive Digital Data "B" Channel			UEPEX	PR7BU	0 00										
	New or Additional PRI "D" Channel			UEPEX	PR7EX	0 00	15 48									
	CALL TYPES															
	Inward			UEPEX UEPDX	PR7C1	0 00	0 00	0 00								
	Outward			UEPEX	PR7CO	0 00	0 00	0 00								
	Two-way			UEPEX	PR7CC	0 00	0 00	0 00								
	UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY															
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE															
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1 40	3 74	3 63	1 88	1 80						
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1 40	3 74	3 63	1 88	1 80						
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1 40	3 74	3 63	1 88	1 80						
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1 40	3 74	3 63	1 88	1 80						
	Non-Recurring															
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		0 102	0 102								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PC and LPIC)			UEPVR	USACC		0 102	0 102								
	UNBUNDLED REMOTE CALL FORWARDING - Bus															
	Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1 40	3 74	3 63	1 88	1 80						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1 40	3 74	3 63	1 88	1 80						
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1 40	3 74	3 63	1 88	1 80						
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1 40	3 74	3 63	1 88	1 80						
	Unbundled Remote Call Forwarding Service Expanded and Exceptron Local Calling			UEPVB	UERVJ	1 40	3 74	3 63	1 88	1 80						
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		0 102	0 102								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0 102	0 102								
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																
	End Office Switching Function, Per MOU					0 0007662										
	End Office Trunk Port - Shared, Per MOU					0 000164										
Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0 0001319										
	Tandem Trunk Port - Shared, Per MOU					0 000235										
	Tandem Switching Function Per MOU (Melded)					0 000027185										
	Tandem Trunk Port - Shared, Per MOU (Melded)					0 000048434										
	Melded Factor 20 61% of the Tandem Rate															
Common Transport																
	Common Transport - Per Mile, Per MOU					0 0000035										
	Common Transport - Facilities Termination Per MOU					0 0004372										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations																
The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			10 94										
	2-Wire VG Loop/Port Combo - Zone 2		2			15 05										
	2-Wire VG Loop/Port Combo - Zone 3		3			25 80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9 77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	13 88										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	24 63										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1 17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1 17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1 17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	1 17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1 17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundled Florida extended dialing with Caller ID			UEPRX	UEPA1	1 17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundled Florida extended dialing port without Caller ID capability			UEPRX	UEPA8	1 17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundled Florida Area Calling Port without Caller ID Capability			UEPRX	UEPA9	1 17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1 17	53 31	26 46	27 50	8 37						
FEATURES																
	All Features Offered			UEPRX	UEPVF	2 26	0 00	0 00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0 35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment. 2		Exhibit. A	
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0 102	0 102								
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0 102	0 102								
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0 00	0 00	0 00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRX	URETL		8 33	0 83								
OFF/ON PREMISES EXTENSION CHANNELS																
	2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPRX	UEAEN	10 69	49 57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPRX	UEAEN	15 20	49 57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPRX	UEAEN	26 97	49 57	22.83	25 62	6 57						
	2 Wire Analog Voice Grade Extension Loop – Design		1	UEPRX	UEAED	12 24	135 75	82 47	63 53	12 01						
	2 Wire Analog Voice Grade Extension Loop – Design		2	UEPRX	UEAED	17 40	135 75	82 47	63 53	12 01						
	2 Wire Analog Voice Grade Extension Loop – Design		3	UEPRX	UEAED	30 87	135 75	82 47	63 53	12 01						
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRX	U1TV2	25 32	47 35	31 78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRX	U1TVM	0 0091	0 00	0 00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			10 94										
	2-Wire VG Loop/Port Combo - Zone 2		2			15 05										
	2-Wire VG Loop/Port Combo - Zone 3		3			25 80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	9 77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	13 88										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	24 63										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1 17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1 17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1 17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1 17	53 31	26 46	27 50	8 37						
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1 17	53 31	26 46	27 50	8 37						
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0 35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	2 26	0,00	0 00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0 102	0 102								
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0 102	0 102								
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0 00	0 00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL		8 33	0 83								
OFF/ON PREMISES EXTENSION CHANNELS																
	2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPBX	UEAEN	10 69	49 57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPBX	UEAEN	15 20	49 57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPBX	UEAEN	26 97	49 57	22 83	25 62	6 57						
	2 Wire Analog Voice Grade Extension Loop – Design		1	UEPBX	UEAED	12 24	135 75	82 47	63 53	12 01						
	2 Wire Analog Voice Grade Extension Loop – Design		2	UEPBX	UEAED	17 40	135 75	82 47	63 53	12 01						
	2 Wire Analog Voice Grade Extension Loop – Design		3	UEPBX	UEAED	30 87	135 75	82 47	63 53	12 01						
INTEROFFICE TRANSPORT																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	25 32	47 35	31 78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0 0091	0 00	0 00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			10 94										
	2-Wire VG Loop/Port Combo - Zone 2		2			15 05										
	2-Wire VG Loop/Port Combo - Zone 3		3			25 80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	9 77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	13 88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	24 63										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1 17	174 81	100 65	75 88	12 73						
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3 15	0 00	0 00								
FEATURES																
	All Features Offered			UEPRG	UEPVF	2 26	0 00	0 00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		8 45	1 91								
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		8 45	1 91								
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0 00	0 00	0 00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7 86	7 86								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8 33	0 83								
OFF/ON PREMISES EXTENSION CHANNELS																
	Local Channel Voice grade, per termination		1	UEPRG	P2JHX	12 24	135 75	82 47	63 53	12 01						
	Local Channel Voice grade, per termination		2	UEPRG	P2JHX	17 40	135 75	82 47	63 53	12 01						
	Local Channel Voice grade, per termination		3	UEPRG	P2JHX	30 87	135 75	82 47	63 53	12 01						
	Non-Wire Direct Serve Channel Voice Grade		1	UEPRG	SDD2X	12 92	120 38	43 56	95 00	10 54						
	Non-Wire Direct Serve Channel Voice Grade		2	UEPRG	SDD2X	18 36	120 38	43 56	95 00	10 54						
	Non-Wire Direct Serve Channel Voice Grade		3	UEPRG	SDD2X	32 58	120 38	43 56	95 00	10 54						
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	25 32	47 35	31 78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0 0091	0 00	0 00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			10 94										
	2-Wire VG Loop/Port Combo - Zone 2		2			15 05										
	2-Wire VG Loop/Port Combo - Zone 3		3			25 80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	9 77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	13 88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	24 63										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1 17	174 81	100 65	75 88	12 73						
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1 17	174 81	100 65	75 88	12 73						
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1 17	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1 17	174 81	100 65	75 88	12 73						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment. 2		Exhibit A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1 17	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1 17	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1 17	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1 17	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1 17	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1 17	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1 17	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1 17	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1 17	174 81	100 65	75 88	12 73						
LOCAL NUMBER PORTABILITY																	
	Local Number Portability (1 per port)			UEPPX	LNPCP	3 15	0 00	0 00								
FEATURES																	
	All Features Offered			UEPPX	UEPVF	2 26	0 00	0 00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		8 45	1 91								
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		8 45	1 91								
ADDITIONAL NRCs																	
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0 00	0 00	0 00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7 86	7 86								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8 33	0 83								
OFF/ON PREMISES EXTENSION CHANNELS																	
	Local Channel Voice grade, per termination		1	UEPPX	P2JHX	12 24	135 75	82 47	63 53	12 01						
	Local Channel Voice grade, per termination		2	UEPPX	P2JHX	17 40	135 75	82 47	63 53	12 01						
	Local Channel Voice grade, per termination		3	UEPPX	P2JHX	30 87	135 75	82 47	63 53	12 01						
	Non-Wire Direct Serve Channel Voice Grade		1	UEPPX	SDD2X	12 92	120 38	43 56	95 00	10 54						
	Non-Wire Direct Serve Channel Voice Grade		2	UEPPX	SDD2X	18 36	120 38	43 56	95 00	10 54						
	Non-Wire Direct Serve Channel Voice Grade		3	UEPPX	SDD2X	32 58	120 38	43 56	95 00	10 54						
INTEROFFICE TRANSPORT																	
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX	U1TV2	25 32	47 35	31 78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0 0091	0 00	0 00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																	
UNE Port/Loop Combination Rates																	
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			10 94											
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			15 05											
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			25 80											
UNE Loop Rates																	
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	9 77											
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	13 88											
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	24 63											
2-Wire Voice Grade Line Ports (COIN)																	
	2-Wire Coin 2-Way with Operator Screening and Blocking 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	1 17	53 31	26 46	27 50	8 37						
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	1 17	53 31	26 46	27.50	8 37						
	2-Wire Coin 2-Way with Operator Screening and Blocking 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	1 17	53 31	26 46	27.50	8 37						
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	1 17	53 31	26 46	27 50	8 37						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Coin Outwad with Operator Screening and Blocking 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	1 17	53 31	26 46	27 50	8 37						
	2-Wire Coin Outwad with Operator Screening and Blocking 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	1 17	53 31	26 46	27 50	8 37						
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1 17	53 31	26 46	27 50	8 37						
	2-Wire Coin Outwad Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1 17	53 31	26 46	27 50	8 37						
	ADDITIONAL UNE COIN PORT/LOOP (RC)															
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1 86	0 00	0 00	0 00	0 00						
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPCO	LNPCX	0 35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0 102	0 102								
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0 102	0 102								
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0 00	0 00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8 33	0 83								
	2-WIRE VOICE LOOP/ 2WRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combinaton Rates															
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13 64										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18 80										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32 27										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	12 24										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	17 40										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	30 87										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPFR	UEPRL	1 40	174 81	100 65	75 88	12 73						
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	1 40	174 81	100 65	75 88	12 73						
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	1 40	174 81	100 65	75 88	12 73						
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPFR	UEPAF	1 40	174 81	100 65	75 88	12 73						
	2-Wire voice unburdles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1 40	174 81	100 65	75 88	12 73						
	INTEROFFICE TRANSPORT															
	Interoffice Transpot - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	25 32	47 35	31 78								
	Interoffice Transpot - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0 0091										
	FEATURES															
	All Features Offered			UEPFR	UEPVF	2 26	0 00	0 00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFR	LNPCX	0 35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		16 97	3 73								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		16 97	3 73								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11 21	1 10								
	2-WIRE VOICE LOOP/ 2WRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combinaton Rates															
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13 64										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18 80										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32 27										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	12 24										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	17 40										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	30 87										
2-Wire Voice Grade Line Fort (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	1 40	174 81	100 65	75 88	12 73						
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1 40	174 81	100 65	75 88	12 73						
	2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	1 40	174 81	100 65	75 88	12 73						
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1 40	174 81	100 65	75 88	12 73						
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFB	LNPCX	0 35										
INTEROFFICE TRANSPOFT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	25 32	47 35	31 78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0 0091										
FEATURES																
	All Features Offered			UEPFB	UEPVF	2 26	0 00	0 00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		16 97	3 73								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		16 97	3 73								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11 21	1 10								
2-WIRE VOICE LOOP/ 2WRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)																
UNE Port/Loop Combinaton Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13 64										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18 80										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32 27										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	12 24										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	17 40										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	30 87										
2-Wire Voice Grade Line Fort Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	1 40	174 81	100 65	75 88	12 73						
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	1 40	174 81	100 65	75 88	12 73						
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	1 40	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1 40	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled 2-Way Combinatron PBX Usage Port			UEPFP	UEPXA	1 40	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1 40	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1 40	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1 40	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1 40	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1 40	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1 40	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1 40	174 81	100 65	75 88	12 73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1 40	174 81	100 65	75 88	12 73						
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFP	LNPCP	3 15	0 00	0 00								
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	25 32	47 35	31 78								

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment. 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transpot - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0 0091										
FEATURES																
	All Features Offered			UEPFP	UEPVF	2 26	0 00	0 00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFP	USAC2		16 97	3 73								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		16 97	3 73								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11 21	1 10								
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			20 95										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			26 11										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			39 58										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	12 24										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	17 40										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	30 87										
UNE Port Rate																
	Exchange Ports - 2 Wire DID Port			UEPPX	UEPD1	8 71	214 16	98 29								
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7 85	1 87								
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7 85	1 87								
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32 26	32 26								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11 21	1 10								
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0 00	0 00	0 00								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0 00	0 00	0 00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0 00	0 00	0 00								
	DID Numbers, Non consecutive DID Numbers , Per Number			UEPPX	ND5	0 00	0 00	0 00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0 00	0 00	0 00								
	Reserve DID Numbers			UEPPX	NDV	0 00	0 00	0 00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3 15	0 00	0 00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		22 63										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		29 05										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		45 84										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	15 25										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	21 67										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	38 46										
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	7 38	194 52	145 09								
NONRECURRING CHARGES - CURRENTLY COMBINED																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0 00	25 22	17 00								
	ADDITIONAL NRCs															
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB UEPPR	URETN		11 21	1 10								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB UEPPR	URETL		8 33	0 83								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0 35	0 00	0 00								
	B-CHANNEL USER PROFILE ACCESS.															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0 00	0 00	0 00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0 00	0 00	0 00								
	CSD			UEPPB UEPPR	U1UCC	0 00	0 00	0 00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS. (AL,KY,LA,MS SC,MS, & TN)															
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0 00	0 00	0 00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	2 26	0 00	0 00								
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each including first mile and facilities termination			UEPPB UEPPR	M1GNC	25 3291	47 35	31 78	18 31	7 03						
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0 0091	0 00	0 00								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04 After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.															
	Requests for 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		153 48										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		183 28										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		261 12										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	70 74										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	100 54										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	178 38										
	UNE Port Rate															
	Exchange Ports - 4 Wire ISDN DS1 Port (E 4/1/2004)			UEPPP	UEPPP	82 74	488 36	276 65								
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is (E 4/1/2004)			UEPPP	USACP	0 00	84 17	61 38								
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way Tel Nos (except NC)			UEPPP	PR7TF		0 5412									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		12 71	12 71								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP	PR7ZT		25 42	25 42								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1 75										
	INTERFACE (Provisioning Only)															
	Voice/Data			UEPPP	PR71V	0 00	0 00	0 00								
	Digital Data			UEPPP	PR71D	0 00	0 00	0 00								
	Inward Data			UEPPP	PR71E	0 00	0 00	0 00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0 00	15 48									
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0 00	15 48									
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0 00	15 48									
	CALL TYPES															

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Inward			UEPPP	PR7C1	0 00	0 00	0 00								
	Outward			UEPPP	PR7CO	0 00	0 00	0 00								
	Two-way			UEPPP	PR7CC	0 00	0 00	0 00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	88 6256	105 54	98 47	21 47	19 05						
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0 1856										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04 After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement																
Requests for 4-Wire DS1 Digital Loop with 4-Wire DDITS after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		125 69										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		155 49										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		233 33										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	70 74										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	100 54										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	178 38										
UNE Port Rate																
	4-Wire DDITS Digita Trunk Port (E 4/1/2004)			UEPDC	UDD1T	54 95	464 86	259 23								
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is (E 4/1/2004)			UEPDC	USAC4		95 31	46 71								
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes (E 4/1/2004)			UEPDC	USAWA		95 31	46 71								
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk (E 4/1/2004)			UEPDC	USAWB		95 31	46 71								
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		15 69	15 69								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		15 69	15 69								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		15 69	15 69								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		15 69	15 69								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		15 69	15 69								
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0 00	655 00s								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0 00	655 00s								
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0 00	0 00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0 00	0 00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0 00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0 00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0 00										
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0 00	0 00	0 00								
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0 00										
	DID Numbers, Non-consecutive DID Numbers , Per Number			UEPDC	ND5	0 00										
	Reserve Non-Consecutive DID Nos			UEPDC	ND6	0 00	0 00	0 00								
	Reserve DID Numbers			UEPDC	NDV	0 00	0 00	0 00								
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	88 44	105 54	98 47	21 47	19 05						
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0 1856	0 00	0 00								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0 00	0 00	0 00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0 1856	0 00	0 00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0 00	0 00	0 00	0 00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0 1856	0 00	0 00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3 15	0 00	0 00	0 00							
	Central Office Terminating Point			UEPDC	CTG	0 00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	Each System can have up to 24 combinations of rates depending on type and number of ports used															
	The UNE-P DS1 combination rates below for 4-Wire DS1 Loop with Channelization with Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04 After 4/1/04 these rates shall revert to tariff rates or a separate agreement															
	Requests for 4-Wire DS1 Loop with Channelization with Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	70 74	0 00	0 00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	100 54	0 00	0 00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	178 38	0 00	0 00								
	UNE DS0 Channelization Capacities (D4 Channel Bank Configurations)															
	24 DS0 Channel Capacity - 1 per DS1			UEPMG	VUM24	118 06	0 00	0 00								
	48 DS0 Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	236 12	0 00	0 00								
	96 DS0 Channel Capacity -1per 4 DS1s			UEPMG	VUM96	472 24	0 00	0 00								
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	708 36	0 00	0 00								
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	944 48	0 00	0 00								
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM2O	1,180 60	0 00	0 00								
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,416 72	0 00	0 00								
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,888 96	0 00	0 00								
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM4O	2,361 20	0 00	0 00								
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,833 44	0 00	0 00								
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,305 68	0 00	0 00								
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DS0 Ports with Feature Activations															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0 00	96 77	4 24								
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and															
	New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's															
	1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation (E 4/1/2004)			UEPMG	VUMD4	0 00	726 11	468 21	145 32	17 24						
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0 00	0 00	655 00s								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0 00	0 00	655 00s								
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0 00	0 00	0 00								
	Extended Superframe Format			UEPMG	MCOPO	0 00	0 00	0 00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business (E 4/1/2004)			UEPPX	UEPCX	1 40	0 00	0 00	0 00	0 00						
	Line Side Outward Channelized PBX Trunk Port - Business (E 4/1/2004)			UEPPX	UEPOX	1 40	0 00	0 00	0 00	0 00						
	Line Side Inward Only Channelized PBX Trunk Port without DID (E 4/1/2004)			UEPPX	UEP1X	1 40	0 00	0 00	0 00	0 00						
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port (E 4/1/2004)			UEPPX	UEPDM	8 71	0 00	0 00	0 00	0 00						
	Feature Activations - Unbundled Loop Concentration															

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0 6402	25 40	13 41	3 96	3 93						
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0 6402	78 16	18 42	56 03	10 95						
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0 00	0 00	0 00								
	Estab Trk Grp and Provide 1st 20 DID Nos (FL,GA, NC,& SC)			UEPPX	NDZ	0 00	0 00	0 00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0 00	0 00	0 00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0 00	0 00	0 00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0 00	0 00	0 00								
	Reserve DID Numbers			UEPPX	NDV	0 00	0 00	0 00								
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3 15	0 00	0 00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	2 26	0 00	0 00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
	1 Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports															
	2 Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	3 End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations															
	4 The first and additional Port nonrecurring charges apply to Not Currently Combined Combos For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections Additional NRCs may apply also and are categorized accordingly															
	5 Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice															
	UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		10 94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		15 05										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		25 80										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		13 41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		18 57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		32 04										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	9 77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	13 88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	24 63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	12 24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	17 40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	30 87										
	UNE Ports															
	All States (Except North Carolina and Sout Carolina)															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex with Caller ID)Note1 Basic Local Area			UEP91	UEPYH	1 17	53 31	26 46	27.50	8 37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Note 2, 3 Basic Local Area			UEP91	UEPYM	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1 17	53 31	26 46	27 50	8 37						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1 17	53 31	26 46	27 50	8 37						
	Georgia and Florida Only															
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPHA	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPHB	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPHH	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP91	UEPHM	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term			UEP91	UEPHZ	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPH9	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPH2	1 17	53 31	26 46	27 50	8 37						
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP91	URECS	0 7384										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP91	LNPCC	0 35										
	Features															
	All Standard Features Offered, per port			UEP91	UEPVF	2 26										
	All Select Features Offered, per port			UEP91	UEPVS	0 00	370 70									
	All Centrex Control Features Offered, per port			UEP91	UEPVC	2 26										
	NARS															
	Unbundled Network Access Register - Combination			UEP91	UARCX	0 00	0 00	0 00	0 00	0 00						
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0 00	0 00	0 00	0 00	0 00						
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0 00	0 00	0 00	0 00	0 00						
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP91	CENA6	8 73										
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	25 32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0 0091										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0 66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0 66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0 66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0 66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0 66										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP91	1PQWQ	0 66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0 66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		21 50	8 42								
	Conversion of Existing Centrex Common Block			UEP91	USACN		5 17	8 32								
	New Centrex Standard Common Block			UEP91	M1ACS	0 00	618 82									
	New Centrex Customized Common Block			UEP91	M1ACC	0 00	618.82									
	Secondary Block, per Block			UEP91	M2CC1	0 00	71 31									
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0 00	66 48									
	UNE-P CENTREX - 5ESS (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		10 94										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		15 05										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		25 80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		13 41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		18 57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		32 04										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	9 77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	13 88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	24 63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	12 24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	17 40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	30 87										
UNE Port Rate																
All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP95	UEPYM	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1 17	53 31	26 46	27 50	8 37						
AL, KY, LA, MS, SC, & TN Only																
FL & GA Only																
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPHA	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPHB	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPHH	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 3			UEP95	UEPHM	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP95	UEPHZ	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPH9	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPH2	1 17	53 31	26 46	27 50	8 37						
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0 7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCC	0 35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	2 26										
	All Select Features Offered, per port			UEP95	UEPVS	0 00	370 70									
	All Centrex Control Features Offered, per port			UEP95	UEPVC	2 26										
NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0 00	0 00	0 00	0 00	0 00						
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0 00	0 00	0 00	0 00	0 00						
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0 00	0 00	0 00	0 00	0 00						
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	8 73										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment. 2		Exhibit A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Digital (1 544 Megabits)															
	DS1 Circuit Terminations, each			UEP95	M1HD1	54 95										
	DS0 Channels Activated, each			UEP95	M1HDO	0 00	15 69									
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP95	M1GBC	25 32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0 0091										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0 66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0 66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0 66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0 66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0 66										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP95	1PQWQ	0 66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0 66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2	0 00	21 50	8 42								
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		5 17	8 32								
	New Centrex Standard Common Block			UEP95	M1ACS	0 00	618 82									
	New Centrex Customized Common Block			UEP95	M1ACC	0 00	618 82									
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0 00	66 48									
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8 33	0 83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11 21	1 10								
	UNE-P CENTREX - DMS100 (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		10 94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		15 05										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		25 80										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		13 41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		18 57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		32 04										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	9 77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	13 88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	24 63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	12 24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	17 40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	30 87										
	UNE Port Rate															
	ALL STATES															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1 17										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYW	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYJ	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3-Basic Local Area			UEP9D	UEPYM	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3 4 Basic Local Area			UEP9D	UEPYO	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	1 17	139 49	86 10	65 41	13 81						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	1 17	139 49	86 10	65 41	13 81						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	1 17	139 49	86 10	65 41	13 81						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	1 17	139 49	86 10	65 41	13 81						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1 17	139 49	86 10	65 41	13 81						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	1 17	139 49	86 10	65.41	13 81						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	1 17	139 49	86 10	65 41	13 81						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPYZ	1 17	139 49	86 10	65 41	13 81						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1 17	53 31	26 46	27 50	8 37						
	FL & GA Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPHA	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPHB	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-PSET)4			UEP9D	UEPHC	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-M5009)4			UEP9D	UEPHD	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-M5209)4			UEP9D	UEPHE	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex / EBS-M5112)4			UEP9D	UEPHF	1 17	53 31	26 46	27 50	8 37						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-M5312)4			UEP9D	UEPHG	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex / EBS-M5008)4			UEP9D	UEPHT	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex / EBS-M5208)4			UEP9D	UEPHU	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex / EBS-M5216)4			UEP9D	UEPHV	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex / EBS-M5316)4			UEP9D	UEPH3	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPHH	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPHW	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPHJ	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPHM	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPHO	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPHP	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPHQ	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPHR	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3,4			UEP9D	UEPHS	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPH4	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2,3 4			UEP9D	UEPH5	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPH6	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPH7	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPHZ	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPH9	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPH2	1 17	53 31	26 46	27 50	8 37						
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0 7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0 35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	2 26										
	All Select Features Offered, per port			UEP9D	UEPVS	0 00	370 70									
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	2 26										
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0 00	0 00	0 00	0 00	0 00						
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0 00	0 00	0 00	0 00	0 00						
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0 00	0 00	0 00	0 00	0 00						
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	8 73										
4-Wire Digital (1 544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	54 95										
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0 00	15 69									
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	25 32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0 0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activatons																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0 66										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0 66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0 66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0 66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0 66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0 66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0 66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		21 50	8 42								
	Conversion of existng Centrex Common Block, each			UEP9D	USACN		5 17	8 32								
	New Centrex Standard Common Block			UEP9D	M1ACS	0 00	618 82									
	New Centrex Customized Common Block			UEP9D	M1ACC	0 00	618 82									
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0 00	66 48									
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8 33	0 83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11 21	1 10								
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		10 94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		15 05										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		25 80										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		13 41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		18 57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		32 04										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	9 77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	13 88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	24 63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	12 24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	17 40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	30 87										
	UNE Port Rate															
	AL, FL, KY, LA, MS, & TN only															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1 17	53 31	26 46	27 50	8 37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP9E	UEPYM	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1 17	139 49	86 10	65 41	13 81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1 17	53 31	26 46	27 50	8 37						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1 17	53 31	26 46	27 50	8 37						
	Florida Only																
		2-Wire Voice Grade Port (Centrex)			UEP9E	UEPHA	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPHB	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPHH	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP9E	UEPHM	1 17	139 49	86 10	65 41	13 81						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9E	UEPHZ	1 17	139 49	86 10	65 41	13 81						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPH9	1 17	53 31	26 46	27 50	8 37						
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPH2	1 17	53 31	26 46	27 50	8 37						
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9E	URECS	0 7384										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9E	LNPCC	0 35										
	Features																
		All Standard Features Offered, per port			UEP9E	UEPVF	2 26										
		All Select Features Offered, per port			UEP9E	UEPVS	0 00	370 70									
		All Centrex Control Features Offered, per port			UEP9E	UEPVC	2 26										
	NARS																
		Unbundled Network Access Register - Combination			UEP9E	UARCX	0 00	0 00	0 00	0 00	0 00						
		Unbundled Network Access Register - Indial			UEP9E	UAR1X	0 00	0 00	0 00	0 00	0 00						
		Unbundled Network Access Register - Outdial			UEP9E	UAROX	0 00	0 00	0 00	0 00	0 00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9E	CEND6	8 73										
	4-Wire Digital (1 544 Megabits)																
		DS1 Circuit Terminations, each			UEP9E	M1HD1	54 95										
		DS0 Channel Activated Per Channel			UEP9E	M1HDO	0 00	15 69									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP9E	M1GBC	25 32										
		Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0 0091										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0 66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0 66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0 66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0 66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0 66										
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP9E	1PQWQ	0 66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0 66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		21 50	8 42								
		Conversion of Existing Centrex Common Block, each			UEP9E	USACN		5.17	8 32								
		New Centrex Standard Common Block			UEP9E	M1ACS	0 00	618 82									
		New Centrex Customized Common Block			UEP9E	M1ACC	0 00	618 82									
		NAR Establishment Charge, Per Occasion			UEP9E	URECA	0 00	66 48									
	Additional Non-Recurring Charges (NRC)																
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9E	URETL		8 33	0 83								

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9E	URETN		11 21	1 10								
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requres Interoffice Channel Mileage																
	Note 3 - Installation is combination of Installation charge for SL2 Loop and Port																
	Note 4 - Requires Specific Customer Premises Equipment																
	Note Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions																

Attachment 3

Network Interconnection

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NETWORK INTERCONNECTION

1. GENERAL

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.

2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.

2.3 **Basic 911 Service (B911)** routes a call to one centralized answering location. The attendant at the answering location obtains the pertinent information that identifies the call and the caller's needs. The attendant then determines the appropriate agency and dials a 7-digit number to transfer the caller to that agency. The calling party's emergency information is verbally relayed to the responding agency and a unit is dispatched to the caller's location.

2.4 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).

2.5 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).

2.6 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.7 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).

2.8 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

2.9 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.10 **Enhanced 911 Service** provides features not present in Basic 911 Service, including ANI and ALI display, Selective Routing (SR) and other standard and optional features.

2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.12 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.

2.13 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Andrex.

2.14 **IntraLATA Toll Traffic** is as defined in Section 7 of this Attachment.

2.15 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.

2.16 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.

2.17 **Local Traffic** is as defined in Section 7 of this Attachment.

2.18 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.

2.19 **Reciprocal Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Andrex.

2.20 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.

2.21 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.

2.22 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.

2.23 **Transit Traffic** is traffic originating on Andrex's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Andrex's network.

3. NETWORK INTERCONNECTION

3.1 This Attachment pertains only to the provision of network interconnection where Andrex owns, leases from a third party or otherwise provides its own switch(es).

3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement.

3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic.

3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2.3 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 **Interconnection via Dedicated Facilities**

3.3.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process.

3.4 **Fiber Meet**

3.4.1 Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Andrex elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Andrex and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Andrex's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Andrex Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.4 Upon verbal request by Andrex, BellSouth shall allow Andrex access to the fusion splice point for the Fiber Meet point for maintenance purposes on Andrex's side of the Fiber Meet point.

3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. Andrex shall be billed for a mixed use of the Local Channel using the actual traffic Andrex elects to transmit over the facility and the rates from this Agreement and the appropriate tariff(s). Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

4.1 BellSouth and Andrex shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.

4.2 Andrex shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Andrex's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Andrex desires to deliver Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Andrex has established interconnection trunk groups, Andrex shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.

4.2.1 Notwithstanding the forgoing, Andrex shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Andrex has homed (i.e. assigned) its NPA/NXXs. Andrex shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Andrex shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Andrex's NXX access tandem homing arrangement as specified by Andrex in the LERG.

4.4 Any Andrex interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Andrex from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Andrex to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement.

4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and Andrex are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.

4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Andrex shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.

4.8 In cases where Andrex is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).

4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Andrex's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

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

4.10.1 **BellSouth Access Tandem Interconnection**

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

4.10.1.1 **Basic Architecture**

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

4.10.1.2 **One-Way Trunk Group Architecture**

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

4.10.1.3 **Two-Way Trunk Group Architecture**

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

4.10.1.4 **Supergroup Architecture**

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

4.10.1.5 **Multiple Tandem Access Interconnection**

4.10.1.5.1 Where Andrex does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Andrex may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA Andrex must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Andrex's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Andrex must also establish an interconnection trunk group(s) at all BellSouth access tandems where Andrex NXXs are homed as described in Section 4.2.1 above. If Andrex does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Andrex can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Andrex's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where Andrex does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.1.5.2 Andrex may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to Andrex will be delivered to and from IXCs based on Andrex's NXX access tandem homing arrangement as specified by Andrex in the LERG.

4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

4.10.1.5.4 To the extent Andrex does not purchase MTA in a LATA served by multiple access tandems, Andrex must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Andrex routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Andrex shall pay BellSouth the associated MTA charges.

4.10.2 **Local Tandem Interconnection**

4.10.2.1 Local Tandem Interconnection arrangement allows Andrex to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Andrex-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, Andrex must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Andrex may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Andrex may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Andrex does not choose to establish an interconnection trunk group(s). It is Andrex's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Andrex's codes. Likewise, Andrex shall obtain its routing information from the LERG.

4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Andrex must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Andrex has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

4.10.2.4 BellSouth's provisioning of Local Tandem Interconnection assumes that Andrex has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.3 **Direct End Office-to-End Office Interconnection**

4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:

4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Andrex and BellSouth.

4.10.3.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between Andrex's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Andrex to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.10.4.1 **Toll Free Traffic**

4.10.4.1.1 If Andrex chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Andrex originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.4.1.2 Andrex may choose to perform its own Toll Free database queries from its switch. In such cases, Andrex will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Andrex will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Andrex will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Andrex shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Andrex will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Andrex's network but that are connected to BellSouth's access tandem.

4.10.5 All post-query Toll Free calls for which Andrex performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Andrex chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Andrex switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.

5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.

5.6 Signaling Call Information. BellSouth and Andrex will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Andrex will exchange the proper

call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

5.7 **Forecasting for Trunk Provisioning**

5.7.1 Within six (6) months after execution of this Agreement, Andrex shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Andrex's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Andrex-to-BellSouth one-way trunks (Andrex Trunks), BellSouth-to-Andrex one-way trunks (Reciprocal Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities.

5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Andrex location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

5.7.2 Once initial interconnection trunk forecasts have been developed, Andrex shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Andrex shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.

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

5.8 **Trunk Utilization**

5.8.1 For the Reciprocal Trunk Groups that are Final Trunk Groups (Reciprocal Final Trunk Groups), BellSouth and Andrex shall monitor traffic on each interconnection Reciprocal Final Trunk Group that is ordered and installed. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any Reciprocal Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized Reciprocal Final Trunk Groups and Andrex shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

5.8.1.1 BellSouth's CISC will notify Andrex of any under-utilized Reciprocal Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Andrex interface. Andrex will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Andrex expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Andrex to determine if agreement can be reached on the number of Reciprocal Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Andrex. The due date of these orders will be four weeks after Andrex was first notified in writing of the underutilization of the trunk groups.

5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

5.8.3 For the two-way trunk groups, BellSouth and Andrex shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth will request the disconnection of any Under-utilized two-way

trunk(s) and Andrex shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

5.8.3.1 BellSouth's LISC will notify Andrex of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Andrex interface. Andrex will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Andrex expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Andrex to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, Andrex will issue disconnect orders to BellSouth. The due date of these orders will be four weeks after Andrex was first notified in writing of the underutilization of the trunk groups.

5.8.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6. LOCAL DIALING PARITY

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

7. INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic

7.1.1 For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding Extended Area Service (EAS) exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service tariff. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and Andrex agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Andrex that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Andrex further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Andrex that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

7.1.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.

7.1.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.

7.1.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

7.1.7 IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA that is not Local or ISP-bound traffic under this Attachment.

7.1.7.1 For terminating its intraLATA 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 rates as set forth in BellSouth's Access Services Tariffs as filed and in effect with the FCC or Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's End User's presubscribed interexchange carrier or if one Party's End User uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.

7.1.8 If Andrex assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Andrex End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Andrex customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Andrex agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Andrex at BellSouth's switched access tariff rates.

7.2 If Andrex does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Andrex NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Andrex can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.

7.3 **Jurisdictional Reporting**

7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.3.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.3.3 **Percent Interstate Usage**. Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Andrex. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party

shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September.

7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.

7.3.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Andrex shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.4 **Compensation for 8XX Traffic**

7.4.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. Andrex will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.

7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Andrex requires interconnection from Andrex to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's

Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Andrex shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Andrex desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

7.5 **Mutual Provision of Switched Access Service**

7.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.

7.5.2 If the BellSouth End User chooses Andrex as their presubscribed interexchange carrier, or if the BellSouth End User uses Andrex as an interexchange carrier on a 101XXXX basis, BellSouth will charge Andrex the appropriate BellSouth tariff charges for originating switched access services.

7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.

7.5.4 When Andrex's end office switch provides an access service connection to or from an interexchange carrier (IXC) by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Andrex as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

7.5.4.1 When Andrex's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Andrex, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.

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

7.5.9 Andrex agrees not to deliver switched access traffic to BellSouth for termination except over Andrex ordered switched access trunks and facilities.

7.6 **Transit Traffic**

7.6.1 BellSouth shall provide tandem switching and transport services for Andrex's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Andrex and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Andrex and Wireless Type 2A or a third party CLEC utilizing BellSouth

switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Andrex is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Andrex. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Andrex shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. FRAME RELAY SERVICE INTERCONNECTION

8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Andrex's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which Andrex is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Andrex and BellSouth Frame Relay Switches in the same LATA.

8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

8.3 Upon the request of either Party, such interconnection will be established where BellSouth and Andrex have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.

8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).

8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).

8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Andrex may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Andrex that it has found that this method does not adequately represent the PLCU.

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

8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Andrex will pay, the total nonrecurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Andrex will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Andrex's PLCU.

8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Andrex will pay, the total nonrecurring and recurring charges for the NNI port. Andrex will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by Andrex's PLCU.

8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

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

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

8.9.1 If Andrex orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Andrex Frame Relay switch, BellSouth will invoice, and Andrex will pay, the total nonrecurring and recurring PVC charges for the PVC segment between the BellSouth and Andrex Frame Relay switches. If the VC is a Local VC, Andrex will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Andrex for the PVC segment.

8.9.2 If BellSouth orders a Local VC connection between a Andrex subscriber's PVC segment and a PVC segment from the Andrex Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Andrex will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Andrex Frame Relay switches. If the VC is a Local VC, Andrex will then invoice and BellSouth will pay the total nonrecurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Andrex for the PVC segment.

8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.

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

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

8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.

8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.

8.10 Andrex will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.

8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

9. ORDERING CHARGES

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

10 BASIC 911 AND E911 INTERCONNECTION

10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

10.2 Basic 911 Interconnection. BellSouth will provide to Andrex 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. Andrex 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. Andrex will be required to route that call to BellSouth at the appropriate 911 tandem. When a municipality converts to E911 service, Andrex will be required to begin using E911 procedures.

10.3 E911 Interconnection. Andrex shall install a minimum of two dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing that will deliver 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. Andrex will be required to provide BellSouth daily updates to the E911 database. Andrex 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, Andrex will be required to route the call to a designated 7-digit or 10-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. Andrex 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.

10.4 Rates. BellSouth will impose applicable charges on Andrex for BellSouth trunking arrangements. Rates for trunking arrangements are as set forth in Exhibit A of this Attachment. In addition Andrex will be responsible for charges for the facilities that the E911 trunks will ride. Facility rates are as set forth in the access tariff.

10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

Exhibit B

Basic Architecture

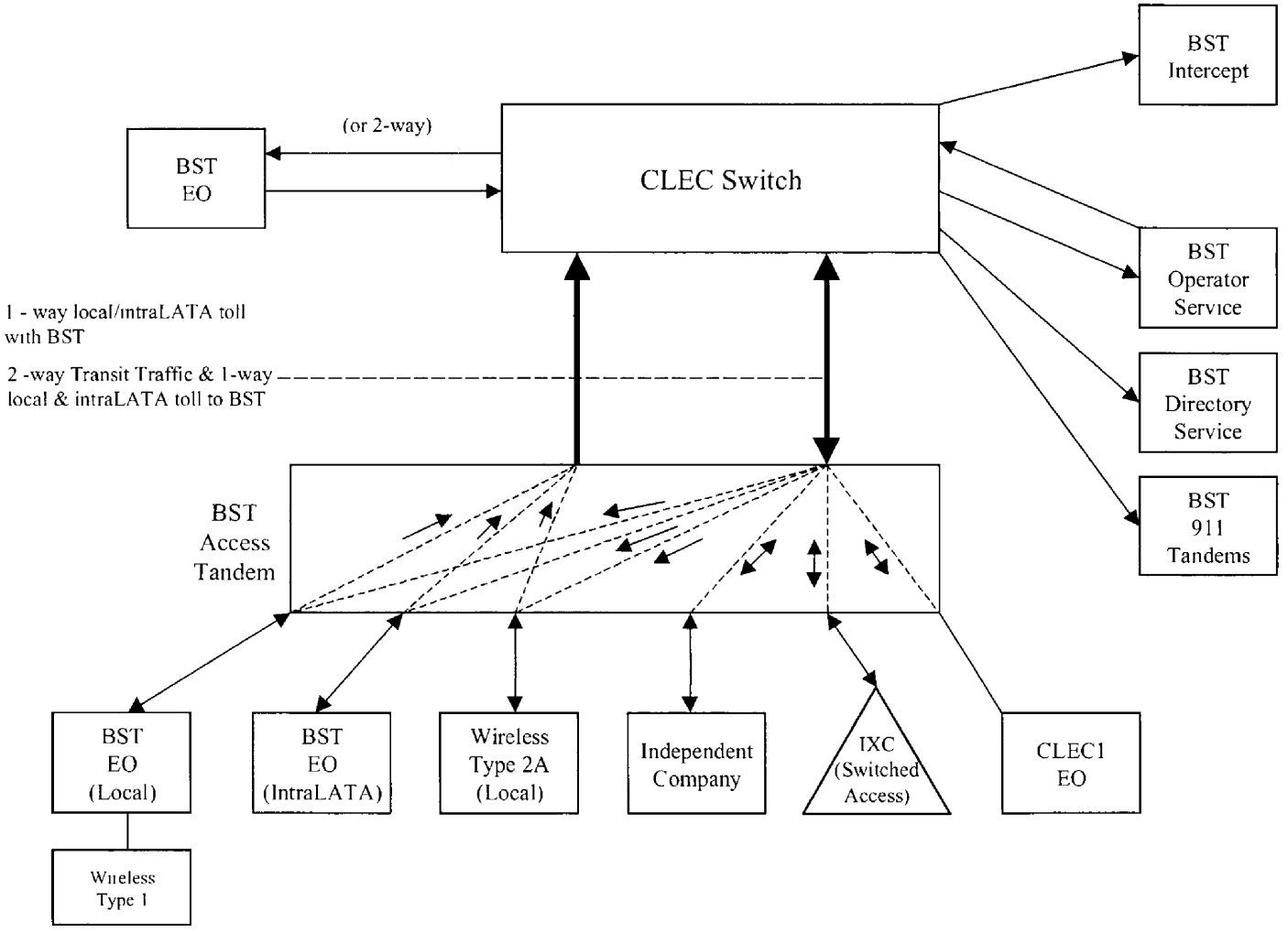


Exhibit C

One-Way Architecture

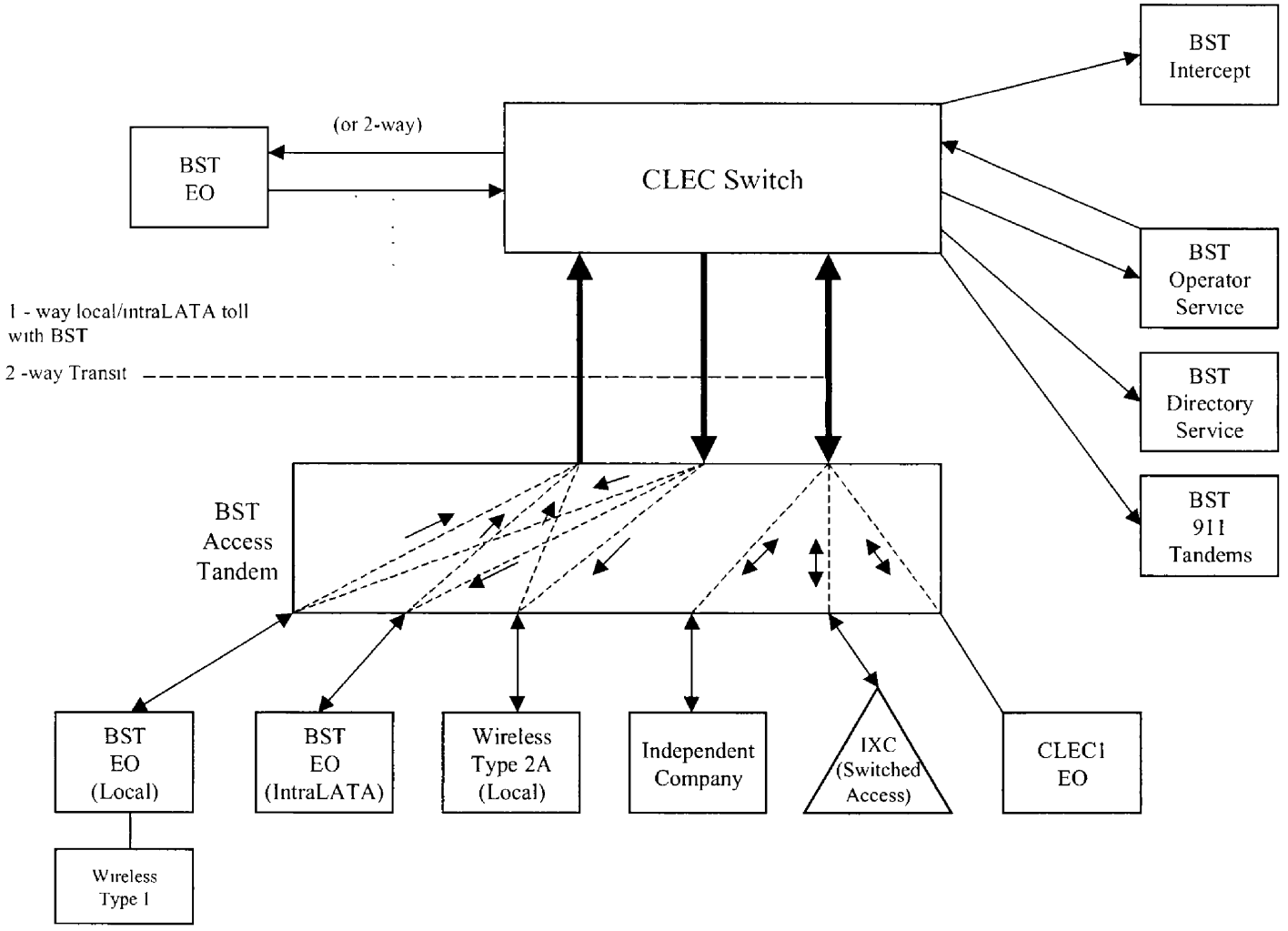


Exhibit D

Two-Way Architecture

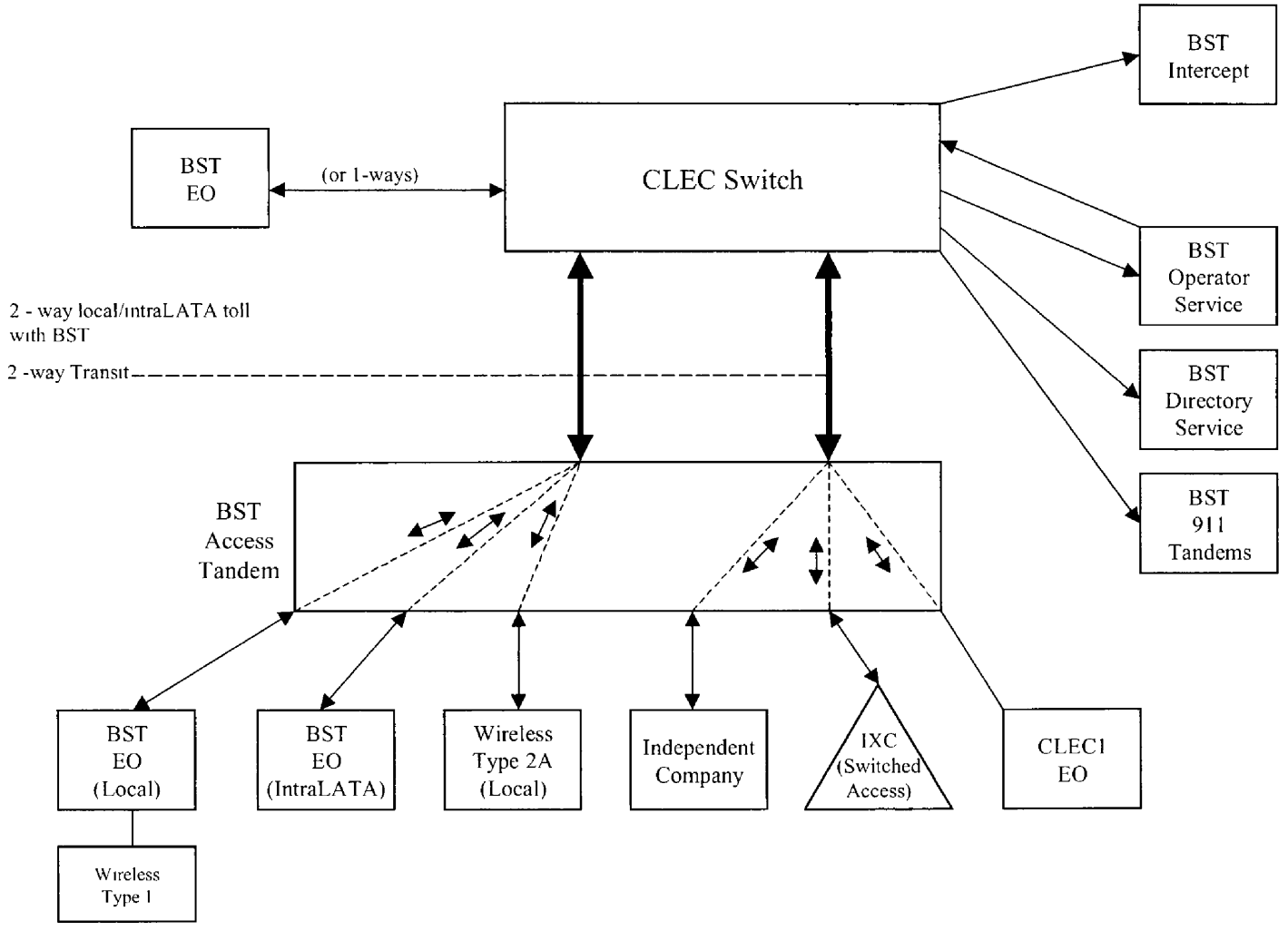
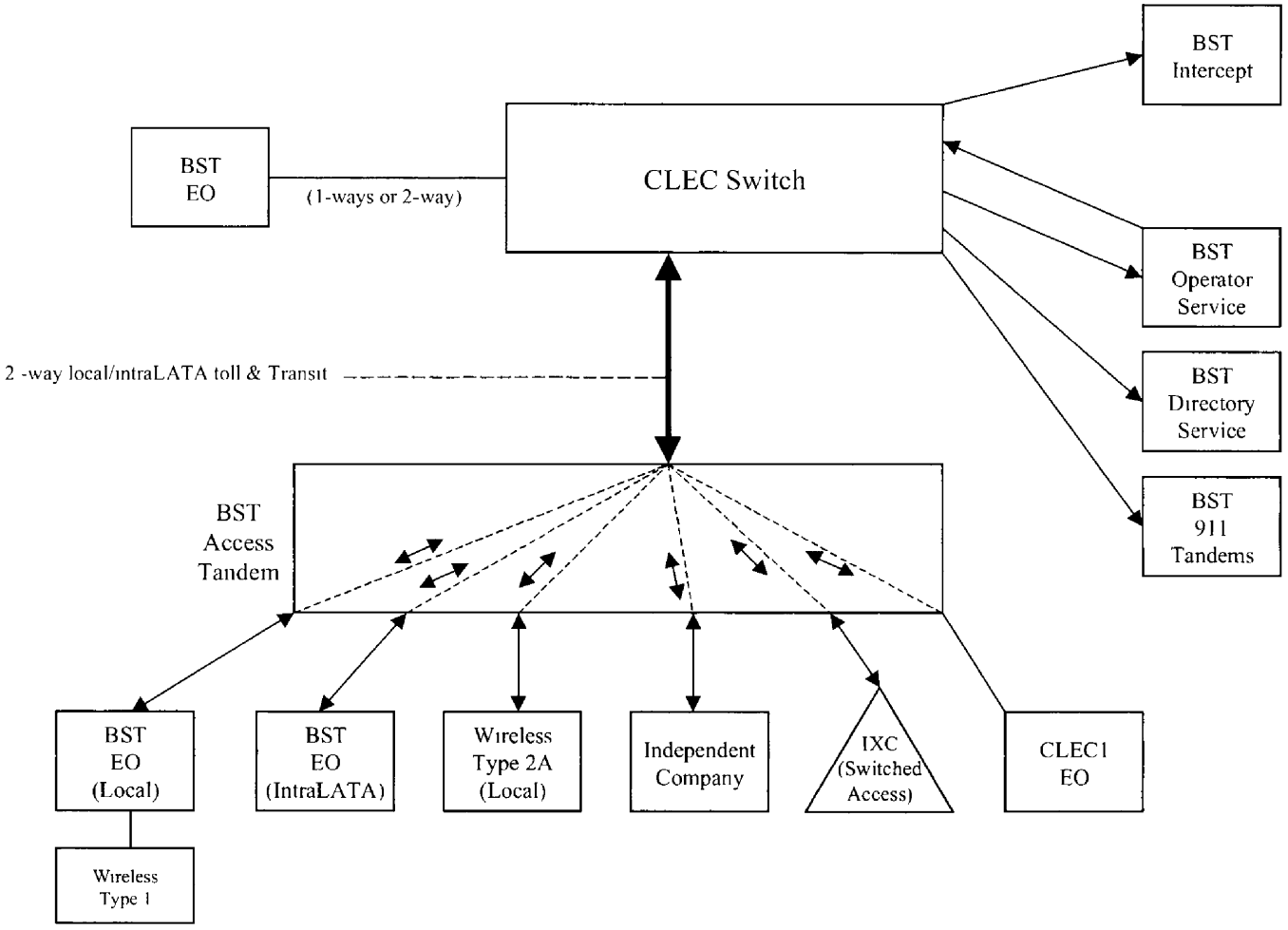


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Florida													Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0 0006019bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0 0006019										
	Tandem Intermediary Charge, per MOU*			OHD		0 0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21 73	8 19								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21 73	8 19								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0 00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0 00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0 00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0 00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0 0000035bk										
	Common Transport - Facilities Termination Per MOU			OHD		0 0004372bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0 0091										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	25 32	47 35	31 78	18 31	7 03						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0 0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	18 44	47 35	31 78	18 31	7 03						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0 0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	18 44	47 35	31 78	18 31	7 03						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0 1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88 44	105 54	98 47	21 47	19 05						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3 87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071 00	335 46	219 28	72 03	70 56						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	19 66	265 84	46 97	37 63	4 00						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	20 45	266 54	47 67	44 22	5 33						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36 49	216 65	183 54	24 30	16 95						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531 91	556 37	343 01	139 13	96 84						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE. If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0 00	0 00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0 00	0 00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146 77	101 42	71 62	11 09	10 49						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211 19	199 28	118 64	40 34	39 07						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13 76	10 07	7 08								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff															

Attachment 4

Physical Collocation

BELLSOUTH

PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Andrex is physically collocated as a sole occupant or as a Host within a "BellSouth Premises" location pursuant to this Attachment. "BellSouth Premises" include BellSouth Central Offices and Serving Wire Centers (hereinafter "BellSouth Premises"). This Attachment is applicable to "BellSouth Premises" owned or leased by BellSouth. However, if the "BellSouth Premises" occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.

1.2 Right to Occupy. BellSouth shall offer to Andrex collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Andrex to occupy a certain area designated by BellSouth within a "BellSouth Premises", or on BellSouth property upon which the "BellSouth Premises" is located, of a size which is specified by Andrex and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for h premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.

1.2.1.1 In all states other than Florida, the size specified by Andrex may contemplate a request for space sufficient to accommodate Andrex's growth within a twenty-four (24) month period.

1.2.1.2 In the state of Florida, the size specified by Andrex may contemplate a request for space sufficient to accommodate Andrex's growth within an eighteen (18) month period.

1.3 Space Allocation. BellSouth shall attempt to accommodate Andrex's requested space preferences, if any. In allocating Collocation Space, BellSouth shall not materially increase Andrex's cost or materially delay Andrex's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Andrex wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the "BellSouth Premises". Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e)

properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the "BellSouth Premises". BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

1.4 Space Reclamation. In the event of space exhaust within a "BellSouth Premises", BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the "BellSouth Premises", including unutilized space held by Andrex and other collocated telecommunications carriers in BellSouth's Premises. Andrex will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

1.4.1 If physical Collocation Space is needed to accommodate another telecommunication carrier's request for physical collocation or BellSouth's own immediate space needs, BellSouth may reclaim from Andrex any physical Collocation Space that is not being "efficiently used" or that cannot be proven to be needed within the two (2) year (18 months in Florida) planning period. This term ("efficiently used") shall mean that substantially all of the floor space is taken up by Andrex's collocated equipment as described in Section 5.1 of this Attachment. In addition, BellSouth may reclaim, for the same reasons as those stated above, any space that is not being used at all to house Andrex's equipment and/or facilities for collocation purposes. Andrex will have one hundred eighty (180) calendar days from receipt of notice by BellSouth to Andrex of the need for such physical Collocation Space to ensure that such space is being used in accordance with the terms and conditions herein and shall be responsible to justify to the Commission, if the Commission requires such justification.

1.5 Use of Space. Andrex shall use the Collocation Space for the purpose of installing, maintaining and operating Andrex's equipment (including testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to Andrex may not be used for any purposes other than as specifically described herein or in any amendment hereto.

1.6 Rates and Charges. Andrex agrees to pay the rates and charges identified in Exhibit B attached hereto.

1.7 If any due date contained in this Attachment falls on a weekend or a National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.

1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

2.1 Space Availability Report. Upon request from Andrex and at the Andrex's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular "BellSouth Premises". This report will include the amount of Collocation Space available at the "BellSouth Premises" requested, the number of collocators present at the "BellSouth Premises", any modifications in the use of the space since the last report on the "BellSouth Premises" requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the "BellSouth Premises" for which the Space Availability Report was requested by Andrex.

2.1.1 The request from Andrex for a Space Availability Report must be in writing and include the "BellSouth Premises" street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the "BellSouth Premises". CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular "BellSouth Premises" within ten (10) calendar days of the receipt of such a request. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) "BellSouth Premises" within the same state. The response time for Space Availability Report requests of more than five (5) "BellSouth Premises", whether the request are for the same state or for two or more states within the BellSouth Region, shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Andrex and inform Andrex of the timeframe under which it can respond.

3. Collocation Options

3.1 Cageless. BellSouth shall allow Andrex to collocate Andrex's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Andrex to have direct access to Andrex's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where Andrex's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Andrex must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged. At Andrex's expense, Andrex will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (hereinafter referred to as Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, Andrex and Andrex's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Andrex's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Andrex and provide, at Andrex's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Andrex's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. Andrex's BellSouth Certified Supplier shall bill Andrex directly for all work performed for Andrex to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Andrex's BellSouth Certified Supplier. Andrex must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Andrex's locked enclosure prior to notifying Andrex at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Andrex.

3.2.1 BellSouth may elect to review Andrex's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify Andrex of its desire to execute this review in BellSouth's response to the Initial Application, if Andrex has indicated its desire to construct its own enclosure. If Andrex's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the date the firm order has been received by BellSouth. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of Andrex's plans and specifications. Regardless of whether or not BellSouth elects to review Andrex's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Andrex's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Andrex. BellSouth shall require Andrex to remove or correct within seven (7) calendar days, at Andrex's expense, any structure that does not meet Andrex's plans and specifications or BellSouth's Specifications, as applicable.

3.3 Shared Caged Collocation. Andrex may allow other telecommunications carriers to share Andrex's caged collocation arrangement, pursuant to the terms and conditions agreed to by Andrex (Host) and the other telecommunications carriers (Guests)

contained in this Section, except where the "BellSouth Premises" is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Andrex. BellSouth shall be notified in writing by Andrex upon the execution of any agreement between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of any Firm Orders. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Andrex that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Andrex. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Attachment between BellSouth and Andrex.

3.3.1 Andrex, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment. Andrex is also responsible for ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Andrex with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, Andrex shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and subsequent equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).

3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.3 Andrex 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 Andrex's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on "BellSouth Premises"' property only when space within the requested "BellSouth Premises" is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the "BellSouth Premises"' property. An Adjacent Arrangement shall be procured by Andrex or constructed by the Andrex's BellSouth Certified Supplier and must be in conformance

with BellSouth's design and construction Specifications. Further, Andrex shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

3.4.1 If Andrex requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Andrex must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide the appropriate Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, Andrex and Andrex's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. Andrex's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Andrex's BellSouth Certified Supplier shall bill Andrex directly for all work performed for Andrex to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Andrex's BellSouth Certified Supplier. Andrex must provide the local BellSouth Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Andrex's locked enclosure prior to notifying Andrex at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

3.4.2 Andrex must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its firm order. BellSouth shall review Andrex's plans and specifications prior to the construction of an Adjacent Arrangement(s) to ensure Andrex's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from Andrex for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Andrex's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Andrex. BellSouth shall require Andrex to remove or correct within seven (7) calendar days, at Andrex's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, as applicable.

3.4.3 Andrex shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Andrex's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, subject to individual

case basis (ICB) pricing. Andrex's BellSouth Certified Supplier shall be responsible, at Andrex's sole expense, for filing and obtaining any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

3.5 Direct Connect. BellSouth will permit Andrex to directly interconnect between its own virtual/physical Collocation Space within the same central office by utilizing a Direct Connect. Andrex shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by Andrex. Andrex-provisioned DC's shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, and a nonrecurring charge per cable, of the actual common cable support structure used by Andrex to provision the Direct Connects between its virtual/physical Collocation Spaces. In those instances where Andrex's virtual/physical Collocation Space is contiguous in the central office, Andrex will have the option of using Andrex's own technicians to deploy the Direct Connects using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. Andrex will deploy such electrical or optical connections directly between its own facilities without being routed through BellSouth's equipment. Andrex may not self-provision Direct Connects on any BellSouth distribution frame, POT, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). Andrex is responsible for ensuring the integrity of the signal.

3.5.1 To place an order for Direct Connects, Andrex must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of Direct Connects, the Subsequent Application Fee for Direct Connects, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of Direct Connects are requested, either an Initial Application Fee or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response to Andrex.

3.6 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit Andrex to interconnect between its virtual or physical collocation arrangement(s) and that (those) of another collocated telecommunications carrier within the same "BellSouth Premises". Both Andrex's agreement and the other collocated telecommunications carrier's agreement must contain the CCXC rates, terms and conditions before BellSouth will permit the provisioning of CCXCs between the two collocated carriers. Andrex is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.1 Andrex must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Andrex. Such cross-connections

to other collocated telecommunications carriers may be made using either electrical or optical facilities. Andrex shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The Andrex-provisioned CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used by Andrex to provision the CCXC to the other collocated telecommunications carrier. In those instances where Andrex's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Andrex may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. Andrex shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. Andrex shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). Andrex is responsible for ensuring the integrity of the signal.

3.6.2 To place an order for CCXCs, Andrex must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of CCXCs, are requested, either an Initial Application or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to Andrex.

4. Occupancy

4.1 Occupancy. BellSouth will notify Andrex in writing when the Collocation Space is ready for occupancy (Space Ready Date). Andrex will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations in Andrex's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If Andrex completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of Andrex's acceptance of the Collocation Space (Space Acceptance Date). In the event Andrex fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Andrex on the Space Ready Date and billing will commence from that

date. If Andrex decides to occupy the space prior to the Space Ready Date, the date Andrex occupies the space is deemed the new Space Acceptance Date and billing will begin from that date. Andrex must notify BellSouth in writing that its collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice. For the purposes of this paragraph, Andrex's telecommunications equipment will be deemed operational when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to its customers.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Andrex may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Andrex and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Andrex signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and Andrex jointly conduct an inspection, confirming that Andrex has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to certain rate elements in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee. The particular disconnect fees that would apply in each state are contained in Exhibit B of this Attachment. BellSouth may terminate Andrex's right to occupy Collocation Space in the event Andrex fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B of this Attachment.

4.2.1 Upon termination of occupancy, Andrex, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by the Andrex from the Collocation Space. Andrex shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of Andrex's Guest(s), unless Andrex's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to the Andrex removal date. Andrex shall continue the payment of all monthly recurring charges to BellSouth until the date Andrex, and if applicable Andrex's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If Andrex or Andrex's Guest(s) fails to vacate the Collocation Space within thirty (30) calendar days from the "Termination Date", BellSouth shall have the right to remove and dispose of the equipment and any other property of Andrex or Andrex's Guest(s), in any manner that BellSouth deems fit, at Andrex's expense and with no liability whatsoever for Andrex's property or Andrex's Guest(s)'s property. Upon termination of Andrex's right to occupy specific Collocation Space,

the Collocation Space will revert back to BellSouth's space inventory, and Andrex shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Andrex, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Andrex's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. Andrex shall be responsible for the cost of removing any Andrex constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), by the "Termination Date" and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a "BellSouth Premises" must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a "BellSouth Premises" must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Andrex's failure to comply with this Section.

5.1.3 Andrex shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as

equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event Andrex submits an application for terminations that will exceed the total capacity of the collocated equipment, Andrex will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Attachment, Andrex will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375 listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment. Equipment that satisfies both subparts (i) and (ii) of this section shall be defined as "Secured Equipment". If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.

5.2 Andrex shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the "BellSouth Premises".

5.3 Andrex shall place a plaque or affix other identification (e.g., stenciling) to Andrex's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Andrex's equipment in the case of an emergency.

5.4 Entrance Facilities. Andrex may elect to place Andrex-owned or Andrex-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the "BellSouth Premises" building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Andrex will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Andrex will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to Andrex's equipment in the Collocation Space. In the event Andrex utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Andrex must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. Andrex is responsible for the maintenance of the entrance facilities. At Andrex's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.

5.5.1 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Andrex for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Andrex with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to Andrex's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to Andrex in the Application Response.

5.5.2 Shared Use. Andrex may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to Andrex's Collocation Space within the same "BellSouth Premises". BellSouth shall allow the splice, as long as the fiber is non-working fiber. Andrex must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the Andrex-provided riser cable to the spare capacity on the entrance facility. If Andrex desires to allow another telecommunications carrier to use its entrance facilities, that other telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Andrex authorizing BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on Andrex's entrance facility.

5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between Andrex's equipment and/or network and BellSouth's network. Each Party will be responsible for the 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 BellSouth's designated conventional distributing frame (CDF). Andrex shall be responsible for providing the necessary cabling, and Andrex's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. Andrex or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Andrex's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a Andrex-provided Point of Termination Bay (POT Bay) in a common area

within the "BellSouth Premises". Andrex shall be responsible for providing, and Andrex's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the POT Bay, as well as installing the necessary cabling between Andrex's Collocation Space and the demarcation point. Andrex, its agent, or Andrex's BellSouth Certified Supplier must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee, if Andrex desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.

5.7 Andrex's Equipment and Facilities. Andrex, or if required by this Attachment, Andrex's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Andrex which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. Andrex and its designated BellSouth Certified Supplier must follow and comply with all BellSouth Specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.

5.8 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to Andrex's Collocation Space. BellSouth retains the right to access Andrex's space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). BellSouth will give notice to Andrex at least forty-eight (48) hours before access to Andrex's Collocation Space is required. Andrex may elect to be present whenever BellSouth performs work in the Andrex's Collocation Space. The Parties agree that Andrex will not bear any of the expense associated with this type of work.

5.9 Access. Pursuant to Section 12, Andrex shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Andrex agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Andrex or Andrex's Guest(s) that will be provided with access keys or cards (Access Keys), prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by Andrex and returned to BellSouth Access Management within fifteen (15) calendar days of Andrex's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper key acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. Andrex agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of Andrex's

employees, suppliers, agents, or Guest(s) after termination of the employment relationship, the contractual obligation with Andrex ends, upon the termination of this Attachment, or upon the termination of occupancy of Collocation Space in a specific "BellSouth Premises".

5.9.1 BellSouth will permit one (1) accompanied site visit to Andrex's designated Collocation Space , after receipt of the BFFO, without charge to Andrex. Andrex must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to a "BellSouth Premises" at least thirty (30) calendar days prior to the date Andrex desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Andrex may submit a request for its one (1) accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event Andrex desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit Andrex to access the Collocation Space accompanied by a security escort, at Andrex's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Andrex must request escorted access to its designated Collocation Space at least three (3) business days prior to the date such access is desired.

5.10 Lost or Stolen Access Devises. Andrex shall immediately notify BellSouth in writing when any of its Access Keys have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access card as a result of a lost or stolen Access Device(s) or for failure of Andrex's employees, suppliers, agents or Guest(s) to return an Access Device(s), Andrex shall pay for the costs of re-keying or deactivating the Access card pursuant to the fees set forth in Exhibit B.

5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Andrex shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Andrex violates the provisions of this paragraph, BellSouth shall provide written notice to Andrex, which shall direct Andrex to cure the violation within forty-eight (48) hours of Andrex's receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and 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 conduct an inspection of the Collocation Space.

5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Andrex fails to take curative action within forty-eight (48) hours or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems appropriate to correct the violation including, without limitation, the interruption of electrical power to Andrex's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Andrex prior to the taking of such action and BellSouth shall have no liability to Andrex for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.11.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Andrex fails to take curative action within forty-eight (48) hours of Andrex's receipt of written notice, BellSouth will establish before the appropriate Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Andrex or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by Andrex is significantly degrading the performance of other advanced services or traditional voice band services, Andrex shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.12 Personalty and its Removal. Facilities and equipment placed by Andrex in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Andrex at any time. Any damage caused to the Collocation Space by Andrex's employees, suppliers, agents or representatives during the installation or removal of such property shall be promptly repaired by Andrex at its sole expense. If Andrex decides to remove equipment from its Collocation Space and the removal requires no physical work be performed by BellSouth and Andrex's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill Andrex an Administrative Only Application Fee as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response to Andrex.

5.13 Alterations. Under no condition shall Andrex or any person acting on behalf of Andrex make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the "BellSouth Premises", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such rearrangement, modification, augment, improvement, addition, and/or other alteration shall be paid by Andrex, and shall require a Subsequent Application and will result in the assessment of either a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee as set forth in Section 6.3.1, which will be billed by BellSouth on the date that BellSouth provides Andrex with an Application Response.

5.14 Janitorial Service. Andrex shall be responsible for the general upkeep of its Collocation Space. Andrex shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a "BellSouth Premises"-specific basis, upon request.

6. Ordering and Preparation of Collocation Space

6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to Andrex and BellSouth that are different from the procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications that are submitted for the first time after the effective date thereof.

6.2 Initial Application. For Andrex's or Andrex's Guest's(s') initial equipment placement, Andrex shall input a Physical Expanded Interconnection Application Document (Initial Application) directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by Andrex and will be billed by BellSouth on the date BellSouth provides Andrex with an Application Response.

6.3 Subsequent Application. In the event Andrex or Andrex's Guest(s) desires to modify its use of the Collocation Space after a BFFO, Andrex shall complete an application (Subsequent Application) that contains all of the detailed information associated with the alteration related to the Collocation Space, as defined in Section 5.13 of this Attachment. The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the alteration. BellSouth shall determine what modifications, if any, to the "BellSouth Premises" are required to accommodate the change requested by Andrex in the application. Such modifications to the "BellSouth Premises" may include, but are not

limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.3.1 Subsequent Application Fee. The application fee paid by Andrex shall be dependent upon the level of assessment needed. If the modifications reflected on the Subsequent Application require no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. This Administrative Only Application Fee would be applicable in instances such as those associated with a Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, a modification to an application prior to receipt of the BFFO and a V-to-P Conversion (In Place). The fee for a Subsequent Application in which the modifications requested have limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee, as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require Andrex to submit the Subsequent Application with an Initial Application Fee. The appropriate nonrecurring application fee will be billed on the date BellSouth provides Andrex with an Application Response.

6.4 Space Preferences. If Andrex has previously requested and received a Space Availability Report for the "BellSouth Premises", Andrex may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the Andrex's preference(s), Andrex may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides Andrex with an Application Response.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within the requested "BellSouth Premises". BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items/revisions necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Andrex of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Andrex or space that is configured differently, no application fee will apply. If Andrex decides to accept the available space, Andrex must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Andrex resubmits its

application to accept the available space, BellSouth will bill Andrex the appropriate application fee.

6.5.2 BellSouth will respond to a Florida or Tennessee application within fifteen (15) calendar days as to whether space is available or not available within a "BellSouth Premises". BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items/revisions necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and bill Andrex an appropriate application fee on the date that BellSouth provides the Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Andrex or space that is configured differently, if Andrex decides to accept the available space, Andrex must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.

6.5.3 Denial of Application. If BellSouth notifies Andrex that no space is available (Denial of Application), BellSouth will not assess an application fee to Andrex. After notifying Andrex that there is no available space in the requested "BellSouth Premises", BellSouth will allow Andrex, upon request, to tour the entire "BellSouth Premises" within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, BellSouth must receive the request for a tour of the "BellSouth Premises" within five (5) calendar days of the Denial of Application.

6.6 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Andrex to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunication carriers that have either received a Denial of Application or, where it is publicly known that the "BellSouth Premises" is out of space, have submitted a Letter of Intent to collocate in that "BellSouth Premises". BellSouth will notify each telecommunication carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunication carrier on said waiting list.

6.7.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunication carriers that have either received a Denial of Application or, where it is publicly known that the "BellSouth Premises" is out of

space, have submitted a Letter of Intent to collocate in that "BellSouth Premises". Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunication carriers on the waiting list by mail when space becomes available according to the position of each telecommunication carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunication carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunication carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.

6.7.2 When physical Collocation Space becomes available, Andrex must submit an updated, complete, and accurate application to BellSouth within thirty (30) calendar days of notification by BellSouth that physical Collocation Space will be available in the requested "BellSouth Premises" previously out of space. If Andrex has originally requested caged Collocation Space and cageless Collocation Space becomes available, Andrex may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that Andrex wants to maintain its place on the waiting list for caged Physical Collocation Space, without accepting the available cageless Collocation Space.

Andrex may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Andrex does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunication carrier on the waiting list and remove Andrex from the waiting list. Upon request, BellSouth will advise Andrex as to its position on the waiting list.

6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all "BellSouth Premises" that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space becomes available in a "BellSouth Premises" previously on the space exhaust list.

6.9 Application Response.

6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for physical (caged or cageless) arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee,

Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

6.9.2 In Florida and Tennessee, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Andrex to place a firm order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Andrex submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.10 Application Modifications.

6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of Andrex, or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge Andrex the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification in which the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require Andrex to submit the application with an Initial Application Fee. The appropriate nonrecurring application fee will be billed on the date BellSouth provides Andrex with an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 Andrex shall indicate its intent to proceed with equipment installation in a "BellSouth Premises" by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Andrex's Bona Fide Application or Andrex's application will expire.

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of Andrex's BFFO. BellSouth will acknowledge the receipt of Andrex's BFFO within seven (7) calendar days of receipt, so that Andrex will have positive confirmation from

BellSouth that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida and Tennessee, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Andrex cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, or within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for physical caged Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for physical cageless Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant). Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from the ordered interval from the appropriate Commission.

7.1.3 When Andrex adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or intervals will be imposed by BellSouth that would cause delay in Andrex's operation.

7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to Andrex, when Andrex requests an augment that is identified in Sections 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4 and 7.1.4.5 ("Augment") after the Space Ready Date for existing physical Collocation Space. Unless otherwise set forth in Section 7.1.4.10, any such augment application will require a Subsequent Application and will result in the assessment of an Augment Application fee as set forth in Exhibit B.

7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:

- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
- Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB

7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:

- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- Installation of Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)

7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) calendar days after BFFO. This category includes all requests for additional physical Collocation Space (caged or cageless).

7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) calendar days after BFFO. This category includes all requests for additional virtual Collocation Space.

7.1.4.6 If Andrex submits an augment application request that includes two augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or7.1.4.3 above, the provisioning interval associated with the next highest augment category will apply (e.g., if two items from the minor augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).

7.1.4.7 If Andrex submits an augment application request that includes three augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or7.1.4.3 above, the major augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual augment interval).

7.1.4.8 If Andrex submits an augment application request that includes one augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the augment interval associated with the highest augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate augment category).

7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories, as outlined above, will be placed into the appropriate category as negotiated by Andrex and BellSouth. If Andrex and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category, identified in Section 7.1.4.4 and Section 7.1.4.5, would apply based on whether the augment request is for Andrex's physical or virtual Collocation Space.

7.1.4.10 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to Andrex at the time BellSouth provides Andrex with the Application Response. Andrex will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and

7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.

7.2 Joint Planning. Joint planning between BellSouth and Andrex will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and BFFO. The Collocation Space completion interval will be provided to Andrex during the joint planning meeting.

7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will file for the appropriate permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.

7.4 Acceptance Walkthrough. Andrex will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days after the Space Ready Date. In the event Andrex fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Andrex on the Space Ready Date. BellSouth will correct any deviations to Andrex's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different timeframe.

7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to Andrex prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those "BellSouth Premises" in which Andrex has physical Collocation Space with no POT bay or with a grand fathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to Andrex prior to the Provisioning Interval for those "BellSouth Premises" in which Andrex has physical Collocation Space with a POT bay provided by Andrex or virtual Collocation Space, until Andrex provides BellSouth with the following information:

For physical Collocation Space with a Andrex-provided POT bay, Andrex shall provide BellSouth with a complete layout of the POT panels on an equipment inventory update (EIU) form, showing locations, speeds, etc.

For virtual Collocation Space, Andrex shall provide BellSouth with a complete layout of Andrex's equipment on an equipment inventory update (EIU) form, including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Andrex's BellSouth Certified Supplier.

7.5.1 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from Andrex. If the EIU form is provided within ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval,

then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.

7.5.2 BellSouth will bill Andrex a nonrecurring charge, as set forth in Exhibit B, each time Andrex requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to Andrex.

7.6 Use of BellSouth Certified Supplier. Andrex shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Andrex and Andrex's BellSouth Certified Supplier must follow and comply with all of BellSouth's Specifications, as outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Andrex must select different BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Andrex with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Andrex's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is completed, and notifying BellSouth's equipment engineers and Andrex upon successful completion of the installation, etc. The BellSouth Certified Supplier shall bill Andrex directly for all work performed for Andrex pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Andrex's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Andrex or any supplier proposed by Andrex and will not unreasonably withhold certification. All work performed by or for Andrex shall conform to generally accepted industry standards.

7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the "BellSouth Premises" for the protection of BellSouth equipment and facilities. Andrex shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Andrex's Collocation Space. Upon request, BellSouth will provide Andrex with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Andrex. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a "BellSouth Premises" due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Andrex may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s) and pay the appropriate fees associated with physical Collocation Space and the rearrangement or reconfiguration of services currently being terminated in the virtual collocation arrangement If BellSouth knows when additional space for physical collocation may become available at the "BellSouth Premises" requested by Andrex, such information will be provided to Andrex in BellSouth's written denial of physical Collocation Space. To the extent that (i) physical Collocation Space becomes available to Andrex within one hundred eighty (180) calendar days of BellSouth's

written denial of Andrex's request for physical Collocation Space, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Andrex was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar day period, then Andrex may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Collocation Space. Andrex must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

7.8.1 In Alabama, BellSouth will complete a relocation from virtual Collocation Space to cageless physical Collocation Space within thirty (30) calendar days and from virtual Collocation Space to caged physical Collocation Space within ninety (90) calendar days.

7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical collocation arrangements if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual Collocation Space; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to physical conversions (in-place) within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill Andrex an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to Andrex.

7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.

7.10 Cancellation. If at any time prior to space acceptance, Andrex cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Georgia, if Andrex cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Andrex for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the firm order not been cancelled.

7.11 Licenses. Andrex, at its own expense, will be solely responsible for obtaining from the proper governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunication services to the public or to build-out, equip and/or occupy Collocation Space in a "BellSouth Premises".

7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

8.1 Application Fee. BellSouth shall assess a nonrecurring application fee via a service order on the date BellSouth responds pursuant to Section 6.10 (Application Response).

8.1.1 In Tennessee, the application fee for caged Collocation Space is the planning fee for both Initial Applications and Subsequent Applications placed by Andrex. Likewise, for cageless Collocation Space, the same Cageless - Application Fee applies for both Initial Applications and Subsequent Applications placed by Andrex. BellSouth will bill the appropriate nonrecurring application fee on the date that BellSouth provides an Application Response to Andrex.

8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of Andrex's BFFO.

8.3 Recurring Charges. If Andrex has met the applicable fifteen (15) calendar day walkthrough interval specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that Andrex fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If Andrex occupies the space prior to the Space Ready Date, the date Andrex occupies the space is deemed the new Space Acceptance Date and billing for recurring charges will begin on that date.

8.4 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications assessed per arrangement, per square foot and Common Systems Modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. Andrex shall remit payment of the nonrecurring Firm Order Processing fee coincident with the submission of a BFFO. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, design and modification costs for network, building and support systems, etc. In the event Andrex opts for cageless space, the space preparation fees will be assessed based on the total square footage of floor space dedicated to Andrex as prescribed in this Section.

8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the "BellSouth Premises", but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Andrex shall pay floor space charges based upon the number of square feet so enclosed. The minimum size for caged Collocation

Space is 100 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. When the Collocation Space is not enclosed, Andrex 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 Andrex's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Andrex shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

8.6 Power. BellSouth shall make available –48 Volt (-48V) Direct Current (DC) power for Andrex's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) upon Andrex's request within the "BellSouth Premises"; however, the determination of whether BellSouth will permit the power configuration requested by Andrex will be made at BellSouth's sole discretion, which shall not be unreasonably withheld. BellSouth will revise Andrex's recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Andrex's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Andrex certifying the completion of the power reduction work, including the removal of the power cabling by Andrex's BellSouth Certified Supplier.

8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Andrex's BellSouth Certified Supplier. Likewise, when obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized) and installed by Andrex's BellSouth Certified Supplier. Andrex is responsible for contracting with a BellSouth Certified Supplier for the power distribution feeder cable running from a BellSouth BDFB or BellSouth power board to Andrex's equipment. The determination of whether Andrex's requested DC power will be provided from the BellSouth BDFB or BellSouth power board will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Andrex must provide BellSouth with a copy of the engineering power specifications prior to the day on which Andrex's equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and Andrex's Collocation Space. Andrex shall contract with a BellSouth Certified Supplier who will be responsible for the following power provisioning activities: installing, removing or replacing dedicated power cable support structure within Andrex's arrangement, power cable feeds, and terminations of cable. A BellSouth Certified Supplier must perform all terminations at a BellSouth power board. Andrex shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.

8.6.2 If Andrex elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed Andrex's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by Andrex's BellSouth Certified Supplier, except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Andrex's BellSouth Certified Supplier must also provide a copy of the engineering power Specifications prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At Andrex's option, Andrex may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.

8.6.3 In Tennessee, monthly recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to Andrex's equipment or space enclosure. Andrex shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within Andrex's arrangement and terminations of cable within the Collocation Space.

8.6.3.1 In Tennessee, nonrecurring charges for –48V DC power distribution will be based on the costs associated with collocation power plant investment and the associated infrastructure.

8.6.4 In Alabama and Louisiana, Andrex has the option to purchase power directly from an electric utility company. Under such an option, Andrex is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Andrex. Andrex's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in the installation of this power arrangement. If Andrex previously had power supplied by BellSouth, Andrex may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc. utilized by Andrex in provisioning said power will be billed on an ICB basis.

8.6.5 In South Carolina, Andrex has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested "BellSouth Premises". Under such option, Andrex is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement,

including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Andrex. Andrex's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in the installation of this power arrangement, just as BellSouth is required to comply with these codes. Andrex must submit an application to BellSouth for the appropriate amount of Collocation Space that Andrex requires to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of Andrex's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charges that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement to purchase power directly from an electric utility company as provided herein. Andrex shall be responsible for the recurring charges associated with the central office space needed for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the Commission for the central office requested. Andrex would still retain the option of ordering its power needs directly from BellSouth.

8.6.6 If Andrex desire to reduce the amount of power that it has requested from BellSouth, Andrex must submit a Subsequent Application for this power reduction. If no other modifications to the Collocation Space are requested other than the reduction in power, the Power Reduction Only, Application fee, as set forth in Exhibit B, will apply. If other modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill the appropriate nonrecurring application fee on the date BellSouth provides an Application Response to Andrex.

8.6.7 In Alabama and Louisiana, if Andrex is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB in a specific central office, Andrex must submit a Subsequent Application to BellSouth. A response to such application will be provided by BellSouth within seven (7) calendar days and no application fee will apply for the initial power reduction at each "BellSouth Premises" in which Andrex is currently collocated.

8.7 Security Escort. A security escort will be required whenever Andrex or its approved agent desires access to the entrance manhole or must have access to a "BellSouth Premises" after the one (1) accompanied site visit allowed pursuant to Section 5.9 prior to completing BellSouth's Security Training requirements. The rates for security escort service are assessed, beginning with the scheduled escort time, pursuant to the

fee schedule in Exhibit B. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Andrex shall pay for such half-hour charges in the event Andrex fails to show up.

8.8 Cable Record charges. These charges apply for work required to add or change existing cable records assigned to Andrex in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. The Cable Record charges are assessed as nonrecurring fees in all BellSouth states, other than Louisiana, and will be billed upon receipt of Andrex's BFFO. In Louisiana, the Cable Record charges are assessed on a monthly recurring basis and will be billed upon receipt of Andrex's BFFO.

8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

9.1 Andrex shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 Andrex shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 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.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Andrex's real and personal property situated on or within BellSouth's Central Office location(s).

9.2.4 Andrex 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.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to Andrex to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

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

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

9.6 Andrex 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.

9.7 Self-Insurance. If Andrex's net worth exceeds five hundred million dollars ($500,000,000), Andrex may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Andrex shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Andrex in the event that self-insurance status is not granted to Andrex. If BellSouth approves Andrex for self-insurance, Andrex shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Andrex's corporate officers. The ability to self-insure shall continue so long as the Andrex meets all of the requirements of this Section. If Andrex subsequently no longer satisfies this Section, Andrex is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Andrex to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

10. Mechanics Liens

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

11. Inspections

11.1 BellSouth may conduct an inspection of Andrex's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Andrex's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Andrex adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Andrex 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.

12. Security and Safety Requirements

12.1 Unless otherwise specified, Andrex will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Andrex employee hired in the past five years being considered for work on the "BellSouth Premises", for the states/counties where the Andrex 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. Andrex shall not be required to perform this investigation if an affiliated company of Andrex has performed an investigation of the Andrex employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Andrex has performed a pre-employment statewide investigation of criminal history records of the Andrex employee for the states/counties where the Andrex employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 Andrex will be required to administer to its personnel assigned to the "BellSouth Premises" security training either provided by BellSouth, or meeting criteria defined by BellSouth.

12.3 Andrex 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 "BellSouth Premises". The photo identification card shall bear, at a minimum, the employee's name and photo and Andrex's name. BellSouth reserves the right to remove from a "BellSouth Premises" any employee of Andrex not possessing identification issued by Andrex or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Andrex shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a "BellSouth Premises". Andrex shall be solely responsible for ensuring that any Guest(s) of Andrex is in compliance with all subsections of this Section.

12.4 Andrex shall not assign to the "BellSouth Premises" any personnel with records of felony criminal convictions. Andrex shall not assign to the "BellSouth Premises" any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Andrex personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Andrex chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Andrex may, in the alternative, certify to BellSouth that it shall not assign to the "BellSouth Premises" any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

12.4.1 Andrex shall not knowingly assign to the "BellSouth Premises" any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.4.2 Andrex shall not knowingly assign to the "BellSouth Premises" any individual who was a former supplier of BellSouth and whose access to a "BellSouth Premises" was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each Andrex employee or agent hired by Andrex within five years of being considered for work on the "BellSouth Premises", who requires access to a "BellSouth Premises" pursuant to this Attachment, Andrex shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Andrex will disclose the nature of the convictions to BellSouth at that time. In the alternative, Andrex may certify to BellSouth that it shall not assign to the "BellSouth Premises" any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.5.1 For all other Andrex employees requiring access to a "BellSouth Premises" pursuant to this Attachment, Andrex shall furnish BellSouth, prior to an employee gaining such

access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

12.6 At BellSouth's request, Andrex shall promptly remove from the "BellSouth Premises" any employee of Andrex BellSouth does not wish to grant access to a "BellSouth Premises" 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Andrex is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Security Violations. BellSouth reserves the right to interview Andrex's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Andrex's Security representative of such interview. Andrex and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Andrex's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Andrex for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Andrex's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Andrex for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Andrex's employees, agents, or suppliers and where Andrex agrees, in good faith, with the results of such investigation. Andrex shall notify BellSouth in writing immediately in the event that Andrex discovers one of its employees already working on the "BellSouth Premises" is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. Andrex shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a "BellSouth Premises".

12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

13.1 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 Andrex's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Andrex'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 Andrex, except for improvements not to 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. Andrex may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Andrex's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Andrex. Where allowed and where practical, Andrex may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Andrex shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Andrex's permitted use, until such Collocation Space is fully repaired and restored and Andrex's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Andrex has placed an Adjacent Arrangement pursuant to Section 3.4, Andrex 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.

14. Eminent Domain

14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Andrex shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null

and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and Andrex agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and Andrex 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. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Andrex should contact 1-800-743-6737 for any BellSouth MSDS required.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Andrex 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 suppliers of BellSouth for environmental protection. Andrex will require its suppliers, 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 Andrex when operating in the "BellSouth Premises".

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Andrex space with proper notification. BellSouth reserves the right to stop any Andrex work operation that imposes Imminent Danger to the environment, employees or other persons in the area on BellSouth's Premises.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the "BellSouth Premises" by Andrex are owned by Andrex. Andrex 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 Andrex or different hazardous materials used by Andrex at a "BellSouth Premises". Andrex must demonstrate adequate emergency response capabilities for its materials used or remaining at the "BellSouth Premises".

1.6 Spills and Releases. When contamination is discovered at a "BellSouth Premises", either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Andrex to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Andrex 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 Andrex will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Andrex 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 Andrex 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, suppliers, or employees concerning its operations at the "BellSouth Premises".

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Andrex 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. Andrex further agrees to cooperate with BellSouth to ensure that Andrex's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Andrex, its employees, agents and/or suppliers.

2.2 The most current version of the reference documentation must be requested from Andrex's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent	Compliance with all applicable local, state, & federal laws and regulations	Std T&C 450 Fact Sheet Series 17000

tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of supplier	Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on BellSouth's Premises)
Contract labor/outsourcing for services with environmental implications to be performed on "BellSouth Premises" (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and	Procurement Manager (CRES Related Matters)-BST Supply Chain Services

	Waste Asbestos notification and protection of employees and equipment	Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

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

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

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a "BellSouth Premises" 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

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Andrex is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location ("Remote Collocation Space") pursuant to this Attachment.

1.2 Right to occupy. BellSouth shall offer to Andrex Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow Andrex to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by Andrex and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.

1.3 Space Reservation.

1.3.1 In all states other than Florida, the number of racks/bays specified by Andrex may contemplate a request for space sufficient to accommodate Andrex's growth within a two-year period.

1.3.2 In the state of Florida, the number of racks/bays specified by Andrex may contemplate a request for space sufficient to accommodate Andrex's growth within an eighteen (18) month period.

1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this

Attachment. Additionally, where BellSouth notifies Andrex that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Andrex's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Andrex. Andrex agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Andrex. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for Andrex as above, Andrex shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Andrex in obtaining such permission.

1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. Andrex will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.

1.6 Use of Space. Andrex shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Andrex's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Agreement. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.

1.7 Rates and charges. Andrex agrees to pay the rates and charges identified in Exhibit B attached hereto.

1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.

1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

2.1 Space Availability Report. Upon request from Andrex, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to

make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

2.1.1 The request from Andrex for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4. If Andrex is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, Andrex may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, Andrex should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. Andrex should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Andrex and inform Andrex of the time frame under which it can respond.

2.2 Remote Terminal information. Upon request, BellSouth will provide Andrex with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a Andrex request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by Andrex, up to a maximum of thirty (30) wire centers per Andrex request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) Andrex agrees to pay the costs incurred by BellSouth in providing the information.

3. Collocation Options

3.1 Cageless. BellSouth shall allow Andrex to collocate Andrex's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Andrex to have direct access to Andrex's equipment and facilities in accordance with

Section 5.8. BellSouth shall make cageless collocation available in single rack/bay increments. Except where Andrex's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Andrex must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Section 7.6 following.

3.2 Caged. At Andrex's expense, Andrex may arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's Technical References (TR) ("Specifications") prior to starting equipment installation. BellSouth will provide Specifications upon request. Andrex's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Andrex and provide, at Andrex's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Andrex's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. Andrex's BellSouth Certified Supplier shall bill Andrex directly for all work performed for Andrex pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Andrex's BellSouth Certified Supplier. Andrex must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Andrex's locked enclosure prior to notifying Andrex at least forty-eight (48) hours before access to the Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for Andrex.

3.2.1 BellSouth may elect to review Andrex's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to Andrex indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Application, if Andrex has indicated their desire to construct their own enclosure. If Andrex's Application does not indicate their desire to construct their own enclosure, but their firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Andrex's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's Specifications, as applicable. BellSouth shall require Andrex to remove or correct within seven (7) calendar days at Andrex's expense any structure

that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

3.3 Shared Collocation. Andrex may allow other telecommunications carriers to share Andrex's Remote Collocation Space pursuant to terms and conditions agreed to by Andrex ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Andrex shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Andrex that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Andrex.

3.3.1 Andrex, as the Host, shall be the sole interface and responsible Party to BellSouth 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. BellSouth shall provide Andrex with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, Andrex shall be the responsible party to BellSouth for the purpose of submitting applications for bay/rack placement for the Guest. In Florida the Guest may directly submit bay/rack placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this nonrecurring fee on the date that BellSouth provides it written response ("Application Response").

3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.3 Andrex 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 Andrex's Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by Andrex and in conformance with BellSouth's design and construction Specifications. Further, Andrex shall construct, procure, maintain and operate said Remote Site 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 application for the Remote Site Adjacent Arrangement.

3.4.1 Should Andrex elect Adjacent Collocation, Andrex must arrange with a BellSouth Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's Specifications. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, Andrex and Andrex's BellSouth Certified Supplier must comply with local building code requirements. Andrex's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Andrex's BellSouth Certified Supplier shall bill Andrex directly for all work performed for Andrex pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Andrex's BellSouth Certified Supplier. Andrex must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Andrex's locked enclosure prior to notifying Andrex at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.

3.4.2 Andrex must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Andrex's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require Andrex to remove or correct within seven (7) calendar days at Andrex's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

3.4.3 Andrex shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Andrex's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other

physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. Andrex's BellSouth Certified Supplier shall be responsible, at Andrex's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit Andrex to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Remote Site Location. Both Andrex's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall Andrex use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

3.5.1 Andrex must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Andrex. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where Andrex's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, Andrex will have the option of using Andrex's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. Andrex shall deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. Andrex shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Andrex is responsible for ensuring the integrity of the signal.

3.5.2 Andrex shall be responsible for providing a letter of authorization ("LOA") to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. Andrex-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, Andrex will have the option of using Andrex's own technicians to construct its own dedicated support structure.

3.5.3 To order CCXCs, Andrex must submit an Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If

modifications in addition to the placement of CCXCs are requested, the Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. **Occupancy**

4.1 Occupancy. BellSouth will notify Andrex in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). Andrex will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Andrex that Remote Collocation Space is ready for occupancy ("Space Ready Date"). BellSouth will correct any deviations to Andrex's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If Andrex has met the fifteen (15) calendar day interval(s), billing will begin upon the date of Andrex's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that Andrex fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Andrex on the Space Ready Date and billing will commence from that date. If Andrex decides to occupy the space prior to the Space Ready Date, the date Andrex occupies the space becomes the new Space Acceptance Date and billing begins from that date. Andrex 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 cross connects until receipt of such notice. For purposes of this paragraph, Andrex's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, Andrex may terminate occupancy in a particular Remote Collocation Space by submitting an Application requesting termination of occupancy; such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date Andrex and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Andrex signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and Andrex jointly conduct an inspection which confirms that Andrex has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate Andrex's right to occupy the Remote Collocation Space in the event Andrex fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, Andrex at its expense shall remove its equipment and other property from the Remote Collocation Space. Andrex shall have thirty (30) calendar days from the Bona Fide Firm Order ("BFFO") Application Date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of Andrex's Guest(s), unless Andrex's Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the documentation required by BellSouth prior to such removal date. Andrex shall continue payment of monthly fees to BellSouth until such date as Andrex, and if applicable Andrex's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Andrex or Andrex's Guest(s) fail to vacate the Remote Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of Andrex or Andrex's Guest(s), in any manner that BellSouth deems fit, at Andrex's expense and with no liability whatsoever for Andrex's or Andrex's Guest(s)'s property. Upon termination of Andrex's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and Andrex shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Andrex except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts Andrex's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including but not limited to Record Drawings and ERMA Records. Andrex shall be responsible for the cost of removing any Andrex constructed enclosure, together with all support structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocation Space must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater

relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Andrex's failure to comply with this Section.

5.1.2.1 All Andrex equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.

5.1.3 Andrex shall identify to BellSouth whenever Andrex submits a Method of Procedure ("MOP") adding equipment to Andrex's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in Andrex's Remote Collocation Space. Andrex shall submit a copy of the list of any lien holders or other entities that have a financial interest to Andrex's ATCC Representative.

5.2 Andrex shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

5.3 Andrex shall place a plaque or other identification affixed to Andrex's equipment to identify Andrex's equipment, including a list of emergency contacts with telephone numbers.

5.4 Entrance Facilities. Andrex may elect to place Andrex-owned or Andrex-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. Andrex will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Andrex must contact BellSouth for instructions prior to placing the entrance facility cable. Andrex is responsible for maintenance of the entrance facilities.

5.4.1 Shared Use. Andrex may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Andrex's collocation

arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. Andrex must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to splice the Andrex provided riser cable to the spare capacity on the entrance facility. If Andrex desires to allow another telecommunications carrier to use its entrance facilities, then that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Andrex for BellSouth to splice that telecommunications carrier's provided riser cable to the spare capacity on Andrex's entrance facility.

5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Andrex'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. Andrex or its agent must perform all required maintenance to Andrex equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.

5.6 Andrex's Equipment and Facilities. Andrex, or if required by this Attachment, Andrex's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Andrex which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Andrex and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications. Except in case of emergency, BellSouth will give notice to Andrex at least forty-eight (48) hours before access to the Remote Collocation Space is required. Andrex may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Andrex will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 12, Andrex shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Andrex agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of Andrex or Andrex's Guests to be provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys using form RF-2906-C "CLEC and CLEC Certified Supplier Access Request and Acknowledgement". Key acknowledgement forms, "Collocation Acknowledgement

Sheet" for access cards and "Key Acknowledgement Form" for keys, must be signed by Andrex and returned to BellSouth Access Management within fifteen (15) calendar days of Andrex's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Andrex agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Andrex's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with Andrex or upon the termination of this Attachment or the termination of occupancy of an individual Remote Collocation Space arrangement.

5.8.1 BellSouth will permit one accompanied site visit to Andrex's designated collocation arrangement location after receipt of the BFFO without charge to Andrex. Andrex must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date Andrex desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Andrex may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event Andrex desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Andrex to access the Remote Collocation Space accompanied by a security escort at Andrex's expense. Andrex must request escorted access at least three (3) business days prior to the date such access is desired.

5.9 Lost or Stolen Access Keys. Andrex shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Andrex shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Andrex shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4)creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Andrex violates the provisions of this paragraph, BellSouth shall give written notice to Andrex, which notice shall direct Andrex to cure the violation within forty-eight (48) hours of Andrex's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to

complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Andrex fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Andrex's equipment. BellSouth will endeavor, but is not required, to provide notice to Andrex prior to taking such action and shall have no liability to Andrex for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Andrex fails to take curative action within forty-eight (48) hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Andrex or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Andrex shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.11 Personalty and its Removal. Facilities and equipment placed by Andrex in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by Andrex at any time. Any damage caused to the Remote Collocation Space by Andrex's employees, agents or representatives shall be promptly repaired by Andrex at its expense.

5.11.1 If Andrex decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill Andrex an Administrative Only Application Fee as set forth in Exhibit B for these changes. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response.

5.12 Alterations. In no case shall Andrex or any person acting on behalf of Andrex make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by Andrex. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

5.13 Upkeep of Remote Collocation Space. Andrex shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Andrex shall be responsible for removing any Andrex debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6. Ordering and Preparation of Remote Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Andrex and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof

6.2 Remote Site Application. When Andrex or Andrex's Guest(s) desires to install a bay/rack in a Remote Site Location, Andrex shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed on the date that BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and an application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.10, within an existing bay/rack does not require an application.

6.3 Availability of Space. Upon submission of an application, BellSouth will permit Andrex to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify Andrex of the amount that is available.

6.4 Space Availability Notification.

6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Andrex of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Andrex or differently configured no application fee shall apply. If Andrex decides to accept the available space, Andrex must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed.

6.4.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be billed by BellSouth on the date that BellSouth provides an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Andrex or differently configured, if Andrex decides to accept the available space, Andrex must amend its application to reflect the actual space available prior to submitting a BFFO.

6.4.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Andrex of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by Andrex or differently configured no application fee shall apply. If Andrex decides to accept the available space, Andrex must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.

6.5 Denial of Application. If BellSouth notifies Andrex that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Andrex that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Andrex, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour

within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Andrex to inspect any plans or diagrams that BellSouth provides to the Commission.

6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.

6.7.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of the telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

6.7.2 When space becomes available, Andrex must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Andrex has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, Andrex may refuse such space and notify BellSouth in writing within that time that Andrex wants to maintain its place on the waiting list without accepting such space. Andrex may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Andrex does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove Andrex from the waiting list. Upon request, BellSouth will advise Andrex as to its position on the list.

6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.

6.9 Application Response.

6.9.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Andrex to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Andrex submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.9.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.9.3 In Louisiana, when space has been determined to be available, BellSouth will respond with an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10 Application Modifications.

6.10.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Andrex or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge Andrex a full application fee as set

forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.10.2 Bona Fide Firm Order.

6.10.3 Andrex shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Andrex's Bona Fide application or the application will expire.

6.10.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of Andrex's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to Remote Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Andrex cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.

7.1.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions shall include, but not limited to, major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.3 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Andrex with the estimated completion date in its Response.

7.3 Joint Planning. Joint planning between BellSouth and Andrex will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to Andrex during joint planning.

7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

7.5 Acceptance Walkthrough. Andrex will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Andrex that the Remote Collocation Space is ready for occupancy. In the event that Andrex fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Andrex on the Space Ready Date. BellSouth will correct any deviations to Andrex's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.

7.6 Use of BellSouth Certified Supplier. Andrex shall select a supplier which has been approved by BellSouth to perform all engineering and installation work Andrex and Andrex's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Andrex must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Andrex with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Andrex's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's

Outside Plant engineers and Andrex upon successful completion of installation. The BellSouth Certified Supplier shall bill Andrex directly for all work performed for Andrex pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Andrex or any supplier proposed by Andrex and will not unreasonably withhold certification. All work performed by or for Andrex shall conform to generally accepted industry standards.

7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Andrex shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Andrex's Remote Collocation Space. Upon request, BellSouth will provide Andrex with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Andrex. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

7.8 Virtual Remote Collocation Space Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, Andrex may relocate its virtual Remote Collocation arrangements to physical Remote Collocation Space arrangements and pay the appropriate fees for physical Remote Collocation Space and for the rearrangement or reconfiguration of services terminated in the virtual Remote Collocation Space arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Collocation Space may become available at the location requested by Andrex, such information will be provided to Andrex in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to Andrex within one hundred eighty (180) calendar days of BellSouth's written denial of Andrex's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Andrex was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) calendar days, then Andrex may relocate its virtual Remote Collocation Space arrangement to a physical Remote Collocation Space arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. Andrex must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to physical collocation within ninety (90) calendar days.

7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the

following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. **Unless otherwise specified, BellSouth will** complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill Andrex an Administrative Only Application Fee as set forth in Exhibit B for these charges on the date that BellSouth provides an Application Response.

7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.

7.10 Cancellation. If, at any time prior to space acceptance, Andrex cancels its order for the Remote Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun. In Georgia, if Andrex cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill Andrex for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.

7.11 Licenses. Andrex, 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 build-out, equip and occupy the Remote Collocation Space.

7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

8.1 Recurring Charges. If Andrex has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that Andrex fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If Andrex occupies the space prior to the Space Ready Date, the date Andrex occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.

8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to

Section 6.10 (Application Response). This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

8.2.1 In Tennessee, the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Andrex. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Andrex's equipment. Andrex shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.

8.4 Power. BellSouth shall make available –48 Volt (-48V) DC power for Andrex's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Andrex's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for Andrex's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Andrex's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Andrex certifying the completion of the power reduction, including the removal of the power cabling by Andrex's BellSouth Certified Supplier.

8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Andrex's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Andrex's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At Andrex's option, Andrex may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.5 Security Escort. A security escort will be required whenever Andrex or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule

appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Andrex shall pay for such half-hour charges in the event Andrex fails to show up.

8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

9.1 Andrex shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 Andrex shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 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.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Andrex's real and personal property situated on or within BellSouth's Remote Site Location.

9.2.4 Andrex 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.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to Andrex to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by Andrex 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 Remote Site Location and shall remain in effect for the term of this Attachment or until all of Andrex's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Andrex fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Andrex.

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

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

9.6 Andrex 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.

9.7 Self-Insurance. If Andrex's net worth exceeds five hundred million dollars ($500,000,000), Andrex may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Andrex shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Andrex in the event that self-insurance status is not granted to Andrex. If BellSouth approves Andrex for self-insurance, Andrex shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Andrex's corporate officers. The ability to self-insure shall continue so long as Andrex meets all of the requirements of this Section. If Andrex subsequently no longer satisfies this Section, Andrex is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.

9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Andrex to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

10. Mechanics Liens

10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Andrex), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at

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

11. Inspections

11.1 BellSouth may conduct an inspection of Andrex's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Andrex's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Andrex adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Andrex 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.

12. Security and Safety Requirements

12.1 Unless otherwise specified, Andrex will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Andrex employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the Andrex 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. Andrex shall not be required to perform this investigation if an affiliated company of Andrex has performed an investigation of the Andrex employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Andrex has performed a pre-employment statewide investigation of criminal history records of the Andrex employee for the states/counties where the Andrex employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 Andrex will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

12.3 Andrex shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and Andrex's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Andrex not possessing identification issued by Andrex or who have violated any of BellSouth's

policies as outlined in the CLEC Security Training documents. Andrex shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Andrex shall be solely responsible for ensuring that any Guest(s) of Andrex is in compliance with all subsections of this Section.

12.4 Andrex shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Andrex shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any Andrex personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Andrex chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Andrex may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

12.4.1 Andrex shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.4.2 Andrex shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each Andrex employee or agent hired by Andrex within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, Andrex shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Andrex will disclose the nature of the convictions to BellSouth at that time. In the alternative, Andrex may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.5.1 For all other Andrex employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Andrex shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

12.6 At BellSouth's request, Andrex shall promptly remove from BellSouth's Remote Site Location any employee of Andrex BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Andrex is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Security Violations. BellSouth reserves the right to interview Andrex's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Andrex's Security representative of such interview. Andrex and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Andrex's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Andrex for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Andrex's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Andrex for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Andrex's employees, agents, or suppliers and where Andrex agrees, in good faith, with the results of such investigation. Andrex shall notify BellSouth in writing immediately in the event that the Andrex discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. Andrex shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.

12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

13.1 In the event a Remote 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 Andrex's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Andrex'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 Andrex, except for improvements not to 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. Andrex may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Andrex' s acceleration of the project increases the cost of the project, then those additional charges will be incurred by Andrex. Where allowed and where practical, Andrex may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Andrex shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Andrex's permitted use, until such Remote Collocation Space is fully repaired and restored and Andrex's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where Andrex has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, Andrex shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site 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 Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth

and Andrex shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and Andrex agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and Andrex 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. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Andrex should contact 1-800-743-6737 for any BellSouth MSDS required.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Andrex to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Andrex will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Andrex when operating in the BellSouth Remote Site Location.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Andrex space with proper notification. BellSouth reserves the right to stop any Andrex work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by Andrex are owned by Andrex. Andrex 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 Andrex or different hazardous materials used by Andrex at the BellSouth Remote Site Location. Andrex must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site Location.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Andrex to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Andrex 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 Andrex will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Andrex 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 Andrex 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, suppliers, or employees concerning its operations at the Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, Andrex 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. Andrex further agrees to cooperate with BellSouth to ensure that Andrex's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Andrex, its employees, agents and/or suppliers.

2.1.1 The most current version of reference documentation must be requested from Andrex's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

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

		Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact ATCC Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	• –Procurement Manager (CRES Related Matters)-BST Supply Chain Services • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)

Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a remote site location which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

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

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 4		Exhibit B	
													Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0 0276	8 22	7 22								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0 0276	8 22	7 22								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0 0276	8 22	7 22								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0 0276	8 22	7 22								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0 0276	8 22	7 22								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0 0276	8 22	7 22								
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0 0552	8 42	7 36								
PHYSICAL COLLOCATION																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		2,597 00									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,236 00									
	Physical Collocation Administrative Only - Application Fee	1		CLO	PE1BL		742 00									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		288 93									
	Physical Collocation - Space Preparation - C O Modification per square ft			CLO	PE1SK	2 38										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	92 55										
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,750 00		45 16							
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	7 86										
	Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	18 96										
	Physical Collocation - Power, -48V DC Power - per Fused Amp			CLO	PE1PL	7 80										
	Physical Collocation - Power Reconfiguration Only, Application Fee	1		CLO	PE1PR		399 43									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5 38										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10 77										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16 15										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37 30										
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0 0276	8 22	7 22	5 74	4 58						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0 0552	8 42	7 36	5 90	4 66						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1 32	27 77	15 52	5 93	4 77						

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	16 81	25 48	14 05	7 77	5 01						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3 34	41 94	30 52	13 91	11 16						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5 92	51 30	39 87	18 29	15 54						
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189 45										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18 58										
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AY	0 0105										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0 0577	55 80									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15 65									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45 75									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26 30									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26 30									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,159 00									
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77 54									
	Physical Collocation - Cable Records, per request			CLO	PE1CR		1,525 00	980 22	267 08							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656 50		379 78							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9 66		11 84							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4 52		5 54							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15 82		19 40							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169 67		154 89							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16 52	10 83								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21 92	14 19								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27 31	17 55								
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit	I		CLO	PE1BV		33 00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit	I		CLO	PE1BO		33 00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit	I		CLO	PE1B1		52 00									

COLLOCATION - Florida													Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit	I		CLO	PE1B3		52 00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit	I		CLO	PE1BR		23 00									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit	I		CLO	PE1BP		23 00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit	I		CLO	PE1BS		33 00									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit	I		CLO	PE1BE		37 00									
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof	I		CLO	PE1B7		592 00									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0 001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin ft			CLO	PE1DS	0 0014										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584 11									
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,169 133	42 712								
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18 009									
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		973 661	42 712								
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7 24									
	Physical Collocatron - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		535 54									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		535 54									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq Ft			CLOAC	PE1JA	0 1635										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft			CLOAC	PE1JC	5 11										
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0 0213	24 69	23 69	11 77	10 62						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0 0426	24 88	23 83	12 04	10 80						
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1 22	44 24	31 98	12 07	10 91						
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	16 56	41 94	30 52	13 91	11 15						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2 81	41 94	30 52	13 91	11 16						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5 36	51 30	39 87	18 29	15 54						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,785 00									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5 38										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10 77										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16 15										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37 30										
	Adjacent Collocation - Cable Support Structure per Entrance Cable	I		CLOAC	PE1PM	18 96										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617 91		328 81							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219 49										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26 30									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232 69									

COLLOCATION - Florida														Attachment 4		Exhibit B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75 41									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233 51									
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16 52	10 83								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21 92	14 19								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27 31	17 55								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6 27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0 134										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755 62	755 62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Fee			AMTFS	EAF		4,122 00	1,249 00								
		Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		742 00									
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX	12 45	965 00									
		Virtual Collocation - Floor Space, per sq ft			AMTFS	ESPVX	4 25										
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6 95										
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13 35										
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0 0502	11 57									
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0 0502	11 57									
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	6 71	2,431 00									
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6 71	2,431 00									
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	7 50	155 00	14 00								
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3 UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56 25	151 90	11 83								
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0 0028										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0 0041										
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535 54									

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.54									
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,525 00		267 08							
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656 50		379 78							
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9 66		11 84							
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4 52		5 54							
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15 82		19 40							
		Virtual Collocation Cable Records - Fiber Cable per 99 fiber records			AMTFS	VE1BF		169 67		154 89							
		Virtual collocation - Security Escort - Basic, per quarter hour			AMTFS	SPTBQ		10 89									
		Virtual collocation - Security Escort - Overtime, per quarter hour			AMTFS	SPTOQ		13 64									
		Virtual collocation - Security Escort - Premium, per quarter hour			AMTFS	SPTPQ		16 40									
		Virtual Collocation - 2-wire Cross Connects (loop), per ckts			AMTFS	VE1R2	0 05	11 57									
		Virtual Collocation - 4-wire Cross Connects (loop), per ckts			AMTFS	VE1R4	0 05	11 57									
		Virtual Collocation - DS-1/DCS Cross Connects, PER CKTS			AMTFS	VE11S	8 09	69 64									
		Virtual Collocation - DS-1 DSX Cross Connects, PER CKTS			AMTFS	VE11X	0 41	69 64									
		Virtual Collocation - DS-3/DCS Cross Connects, PER CKT			AMTFS	VE13S	59 67	528 00									
		Virtual Collocation - DS-3/DSC Cross Connects, PER CKT			AMTFS	VE13X	10 06	528 00									
		Virtual collocation - Maintenance in CO - Basic, per quarter hour			AMTFS	SPTRE		10 89									
		Virtual collocation - Maintenance in CO - Overtime, per quarter hour			AMTFS	SPTOE		13 64									
		Virtual collocation - Maintenance in CO - Premium per quarter hour			AMTFS	SPTPE		16 40									
		Virtual Collocation - Request Resend of CFA Information, per CLLI			AMTFS	VE1QR		77 54									
VIRTUAL COLLOCATION																	
		Virtual Collocation 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0 0502	11 57	11 57								
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0 0502	11 57	11 57								
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0 0502	11 57	11 57								
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0 0502	11 57	11 57								
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0 0502	11 57	11 57								
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0 0502	11 57	11 57								
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0 0502	11 57	11 57								
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions																

Attachment 5

Access to Numbers and Number Portability

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3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES 4

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

1.1 During the term of this Agreement, where Andrex is utilizing its own switch, Andrex shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, Andrex will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.2 Where BellSouth provides local switching or resold services to Andrex, BellSouth will provide Andrex with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Andrex acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Andrex acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that Andrex return unused intermediate numbers to BellSouth. Andrex shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

1.3 BellSouth will allow Andrex to designate up to 100 intermediate telephone numbers per rate center for Andrex's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Andrex acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)

2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.

2.2 End User Line Charge. Where Andrex subscribes to BellSouth's local switching, BellSouth shall bill and Andrex shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

2.3 To limit service outage, BellSouth and Andrex will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site: http://www.interconnection.bellsouth.com. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and Andrex.

2.4 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.

2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.

2.7 BellSouth and Andrex will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

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

Attachment 6

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1.1 BellSouth shall provide to Andrex nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that Andrex can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing.. BellSouth shall provide Andrex with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's interconnection website and are incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate access requests for both current and projected demand of Andrex and other CLECs in the aggregate.

1.2 BellSouth shall provision services during its regular working hours. To the extent Andrex requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project manager to work outside of regular working hours, overtime charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of Andrex, BellSouth will not assess Andrex additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 BellSouth shall provide Andrex nondiscriminatory access to its OSS and the necessary information contained therein in order that Andrex can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of Andrex to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Andrex's access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference.

2.1.1 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that Andrex can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces

whose specifications for access and use are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Andrex will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Andrex shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. Andrex shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Andrex shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

2.1.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Andrex 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. BellSouth reserves the right to audit Andrex's access to customer record information. If a BellSouth audit of Andrex's access to customer record information reveals that Andrex is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Andrex may take corrective action, including but not limited to suspending or terminating Andrex's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2.1.3 Ordering. BellSouth will make available to Andrex electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Andrex will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.

2.1.4 Maintenance and Repair. BellSouth will make available to Andrex electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Andrex will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Andrex agree to adhere to BellSouth's Operational

Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's interconnection website.

2.1.5 Billing. BellSouth will provide Andrex nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.

2.2 Change Management. BellSouth and Andrex agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. BellSouth and Andrex agree to comply with the provisions of the documented Change Control Process as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to Andrex at BellSouth's interconnection website.

2.3 Rates. Charges for use of OSS shall be as set forth in this Agreement.

3. MISCELLANEOUS

3.1 Pending Orders. Orders placed in the hold or pending status by Andrex will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, Andrex shall be required to submit a new service request. Incorrect or invalid requests returned to Andrex for correction or clarification will be held for thirty (30) calendar days. If Andrex does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.

3.2 Single Point of Contact. Andrex will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Andrex to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. Andrex and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by Andrex to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. BellSouth will notify

Andrex that such a request has been processed but will not be required to notify Andrex in advance of such processing.

3.2.1 Neither BellSouth nor Andrex shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.2.2 BellSouth shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification within the intervals in accordance with the Service Quality Measurement (SQM) set forth in Attachment 9 of this Agreement.

3.2.3 Andrex shall return a FOC to BellSouth within thirty-six (36) hours after Andrex's receipt from BellSouth of a valid LSR.

3.2.4 Andrex shall provide a Reject Response to BellSouth within twenty-four (24) hours after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.

3.3 Use of Facilities. When a customer of Andrex elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Andrex by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request 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. BellSouth will notify Andrex that such a request has been processed after the disconnect order has been completed.

3.4 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) 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 interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.

3.5.1 When Andrex's End User, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to Andrex, which has the billing relationship with that End User, and Andrex may pass such charge to the End User.

3.6 Cancellation Charges. If Andrex cancels a request for network elements or resold services, any costs incurred by BellSouth in conjunction with the provisioning of

that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if Andrex places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where Andrex places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, Andrex may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Andrex elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by Andrex, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply as applicable.

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to Andrex under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.

1.1.1 For any service(s) BellSouth receives from Andrex, Andrex shall bill BellSouth in CBOS format.

1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.

1.1.3 BellSouth will render bills each month on established bill days for each of Andrex's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at a reasonable cost.

1.1.4 BellSouth will bill Andrex in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

1.1.4.1 Charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Andrex, and Andrex will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.

1.1.5 BellSouth will not perform billing and collection services for Andrex as a result of the execution of this Agreement.

1.1.6 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, Andrex will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Andrex may not order services under a new account established in accordance with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from Andrex.

1.2.1 OCN. If Andrex needs to change its OCN(s) under which it operates when Andrex has already been conducting business utilizing those OCN(s), Andrex shall bear all costs incurred by BellSouth to convert Andrex to the new OCN(s). OCN conversion charges include all time required to make system updates to all of Andrex's End User customer records and will be handled by the BFR/NBR process.

1.2.2 Payment Responsibility. Payment of all charges will be the responsibility of Andrex. Andrex shall make payment to BellSouth for all services billed. Payments made by Andrex to BellSouth as payment on account will be credited to Andrex's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between Andrex and Andrex's customer.

1.3 Payment Due. Payment for services provided is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by BellSouth.

1.4 Due Dates. If the payment due date falls on a Sunday or on a holiday that 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 charge, as set forth in Section 1.6, below, shall apply.

1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to Andrex will not include those taxes or fees from which Andrex is exempt. Andrex 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 Andrex.

1.6 Late Payment. If any portion of the payment is not received by BellSouth on or before 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 charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, Andrex may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

1.7 Discontinuing Service to Andrex. The procedures for discontinuing service to Andrex are as follows:

1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Andrex of the rules and regulations of BellSouth's tariffs.

1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to Andrex that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompletion or suspension, is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by Andrex to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to Andrex if payment of such amounts, and all other amounts not in dispute that become past due before discontinuance, is not received by the thirtieth day following the date of the initial notice.

1.7.3 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.

1.7.4 Discontinuance of service on Andrex's account will effect a discontinuance of service to Andrex's End Users. BellSouth will reestablish service for Andrex upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. Andrex is solely responsible for notifying the End User of the discontinuance of the service. If within fifteen (15) days after Andrex's service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, Andrex's service will be disconnected.

1.8 Deposit Policy. Andrex shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth 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 BellSouth's sole discretion, some other form of security proposed by Andrex. Any such security deposit shall in no way release Andrex from its obligation to make complete and timely payments of its bill. Andrex shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Andrex's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Andrex fails to remit to BellSouth any deposit requested pursuant to this Section, service to Andrex may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to Andrex's account(s). In the event Andrex defaults on its account, service to Andrex will be terminated in accordance with the terms of Section 1.7 above, and any security deposits will be applied to Andrex's account.

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from Andrex, shall be forwarded to the individual and/or address provided by Andrex in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Andrex as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from Andrex to BellSouth's billing organization, the notice of discontinuance of services purchased by Andrex under this Agreement provided for in Section 1.7.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. BILLING DISPUTES

2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. Andrex shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

2.3 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 charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

3. RAO HOSTING

3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Andrex by BellSouth will be in accordance with the methods and practices regularly 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.

3.2 Andrex shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3.3 Charges or credits, as applicable, will be applied by BellSouth to Andrex on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

3.4 Andrex must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Andrex must request that BellSouth establish a unique hosted RAO code for Andrex. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.

3.5 BellSouth will receive messages from Andrex that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. Andrex shall send all messages to BellSouth no later than sixty (60) days after the message date.

3.6 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 Andrex.

3.7 All data received from Andrex that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.

3.8 All data received from Andrex that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.

3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Andrex and will forward them to Andrex on a daily basis for processing.

3.10 Transmission of message data between BellSouth and Andrex will be via CONNECT:Direct or Secure File Transfer Protocol (FTP).

3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and Andrex for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, Andrex will be responsible for ordering the circuit and coordinating the installation with BellSouth. Andrex is 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 data will be negotiated

on an individual 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 Andrex. Additionally, all message toll charges associated with the use of the dial circuit by Andrex will be the responsibility of Andrex. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the Andrex end for the purpose of data transmission will be the responsibility of Andrex.

3.10.2 If Andrex utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of Andrex.

3.11 All messages and related data exchanged between BellSouth and Andrex will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.

3.12 Andrex will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.

3.13 Should it become necessary for Andrex to send data to BellSouth more than sixty (60) days past the message date(s), Andrex will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Andrex, where necessary, to notify all affected LECs.

3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data 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 resolution of the amount owed, or as mutually agreed upon by the Parties.

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

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

3.17 Notwithstanding anything in this Agreement to the contrary, 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 Section 3.

3.18 Intercompany Settlements Messages

3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Andrex 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 Andrex and the involved company(ies), unless that company is participating in NICS.

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

3.18.3 Once Andrex is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.

3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of Andrex. BellSouth will distribute copies of these reports to Andrex on a monthly basis.

3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of Andrex. BellSouth will distribute copies of these reports to Andrex on a monthly basis.

3.18.6 BellSouth will collect the revenue earned by Andrex from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents ($0.05), on behalf of Andrex. BellSouth will remit the revenue billed by Andrex 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 Andrex. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Andrex via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

3.18.7 BellSouth will collect the revenue earned by Andrex 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 Andrex. BellSouth will remit the revenue billed by Andrex 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 Andrex via a monthly CABS miscellaneous bill.

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

4. OPTIONAL DAILY USAGE FILE

4.1 Upon written request from Andrex, BellSouth will provide the Optional Daily Usage File (ODUF) service to Andrex pursuant to the terms and conditions set forth in this section.

4.2 Andrex shall furnish all relevant information required by BellSouth for the provision of the ODUF.

4.3 The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Andrex customer.

4.4 Charges for the ODUF will appear on Andrexs' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Andrex will be billed at the ODUF rates that are in effect at the end of the previous month.

4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

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

4.7 The following specifications shall apply to the ODUF feed.

4.7.1 ODUF Messages to be Transmitted

4.7.1.1 The following messages recorded by BellSouth will be transmitted to Andrex:

4.7.1.1.1 Message recording for per use/per activation type services (examples:

Three -Way Calling, Verify, Interrupt, Call Return, etc.)

4.7.1.1.2 Measured billable Local

4.7.1.1.3 Directory Assistance messages

4.7.1.1.4 IntraLATA Toll

4.7.1.1.5 WATS and 800 Service

4.7.1.1.6 N11

4.7.1.1.7 Information Service Provider Messages

4.7.1.1.8 Operator Services Messages

4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)

4.7.1.1.10 Credit/Cancel Records

4.7.1.1.11 Usage for Voice Mail Message Service

4.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Andrex.

4.7.1.4 In the event that Andrex detects a duplicate on ODUF they receive from BellSouth, Andrex will drop the duplicate message and will not return the duplicate to BellSouth.

4.7.2 ODUF Physical File Characteristics

4.7.2.1 ODUF will be distributed to Andrex via CONNECT:Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF 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.

4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and Andrex for the purpose of data transmission as set forth in Section 3.10.1 above.

4.7.2.3 If Andrex utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Andrex.

4.7.3 ODUF Packing Specifications

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

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

The data will be packed using ATIS EMI records.

4.7.4 ODUF Pack Rejection

4.7.4.1 Andrex 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. Andrex will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Andrex by BellSouth.

4.7.5 ODUF Control Data

4.7.5.1 Andrex will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Andrex's receipt of the pack and 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 Andrex for reasons stated in the above section.

4.7.6 ODUF Testing

4.7.6.1 Upon request from Andrex, BellSouth shall send ODUF test files to Andrex. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that Andrex set up a production (live) file. The live test may consist of Andrex's employees making test calls for the types of services Andrex requests on ODUF. These test calls are logged by Andrex, 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.

5. ACCESS DAILY USAGE FILE

5.1 Upon written request from Andrex, BellSouth will provide the Access Daily Usage File (ADUF) service to Andrex pursuant to the terms and conditions set forth in this section.

5.2 Andrex shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that Andrex has purchased from BellSouth

5.4 Charges for ADUF will appear on Andrex's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Andrex will be billed at the ADUF rates that are in effect at the end of the previous month.

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

5.6 ADUF Messages To Be Transmitted

5.6.1 The following messages recorded by BellSouth will be transmitted to Andrex:

5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to Andrex.

5.6.3 In the event that Andrex detects a duplicate on ADUF they receive from BellSouth, Andrex will drop the duplicate message and will not return the duplicate to BellSouth.

5.6.4 ADUF Physical File Characteristics

5.6.4.1 ADUF will be distributed to Andrex via CONNECT:Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). 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.

5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and Andrex for the purpose of data transmission as set forth in Section 3.10.1 above.

5.6.4.3 If Andrex utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Andrex.

5.6.5 ADUF Packing Specifications

5.6.5.1 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.

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

The data will be packed using ATIS EMI records.

5.6.6 ADUF Pack Rejection

5.6.6.1 Andrex 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. Andrex will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Andrex by BellSouth.

5.6.7 ADUF Control Data

5.6.7.1 Andrex will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Andrex's receipt of the pack and 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 Andrex for reasons stated in the above section.

5.6.8 ADUF Testing

5.6.8.1 Upon request from Andrex, BellSouth shall send a test file of generic data to Andrex via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

6. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)

6.1 Upon written request from Andrex, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Andrex 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.

6.2 Andrex shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

6.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

6.4 Charges for delivery of the Enhanced Optional Daily Usage File will appear on Andrex's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Andrex will be billed at the EODUF rates that are in effect at the end of the previous month.

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

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

6.7 The following specifications shall apply to the EODUF feed.

6.7.1 Usage To Be Transmitted

6.7.1.1 The following messages recorded by BellSouth will be transmitted to Andrex:

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

6.7.1.1.2 Date of Call

6.7.1.1.3 From Number

6.7.1.1.4 To Number

6.7.1.1.5 Connect Time

6.7.1.1.6 Conversation Time

6.7.1.1.7 Method of Recording

6.7.1.1.8 From RAO

6.7.1.1.9 Rate Class

6.7.1.1.10 Message Type

6.7.1.1.11 Billing Indicators

6.7.1.1.12 Bill to Number

6.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Andrex.

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

6.7.2 Physical File Characteristics

6.7.2.1 The EODUF feed will be distributed to Andrex over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Andrex's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

6.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Andrex for the purpose of data transmission. Where a dedicated line is required, Andrex will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Andrex 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 an individual 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 Andrex. Additionally, all message toll charges associated with the use of the dial circuit by Andrex will be the responsibility of Andrex. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Andrex's end for the purpose of data transmission will be the responsibility of Andrex.

6.7.3 Packing Specifications

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

6.7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Andrex which BellSouth RAO is sending the message. BellSouth and Andrex will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Andrex and resend the data as appropriate.

6.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUF/CMDS - Florida													Attachment: 7		Exhibit A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF Message Processing, per message					0.001656										
	ADUF Data Transmission (CONNECT DIRECT), per message					0.0001245										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF Recording, per message					0.0000071										
	ODUF Message Processing, per message					0.002146										
	ODUF Message Processing, per Magnetic Tape provisioned					35.91										
	ODUF Data Transmission (CONNECT DIRECT), per message					0.00010375										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS Message Processing, per message					0.004										
	CMDS Data Transmission (CONNECT DIRECT), per message					0.001										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

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

Attachment 9

Performance Measurements

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at http://pmap.bellsouth.com. The following Service Quality Measurements (SQM) plan as it presently exists and as it may be modified in the future, is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues a subsequent Order pertaining to Performance Measurements, such Performance Measurements shall supersede the SQM contained in the Agreement.

BELLSOUTH®

BellSouth Service Quality Measurement Plan (SQM)

Tennessee Performance Metrics

Measurement Descriptions
Version 2.00

Issue Date: July 1, 2003

Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)[1] and their Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Florida, Mississippi, and North Carolina have and continue to influence the SQM. Per the Order in Docket 01-00193, issued by the Tennessee Regulatory Authority on October 4, 2002, this version of the SQM reflects the Florida Public Service Commission Order Nos. PSC-02-1736-PAA-TP, issued December 10, 2002, PSC-03-0529-PAA-TP, issued April 22, 2003 and PSC-03-0603-CO-TP, issued May 15, 2003.

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3rd Party audit requirements and the Florida PSC.

This document is intended for use by someone with knowledge of the telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: http://pmap.bellsouth.com in the Documentation/Exhibits folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (http://pmap.bellsouth.com) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. The validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. Validated SEEM reports will be posted on the 15th of the following month. SEEM payments due will also be paid on the

[1] *Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.*

15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports will be posted on the last day of the month. Final validated SEEM reports will be posted and payments mailed on the 15th of the following month. BellSouth shall retain the performance measurement raw data files for a period of 18 months and further retain the monthly reports produced in PMAP for a period of three years.

Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. The Tennessee Regulatory Authority has access to the web site. In addition, a copy of the SQM and Monthly State Summary reports will be filed with the TRA as soon as possible after the last day of each month.

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Section 1: Operations Support Systems (OSS)

OSS-1: Average Response Interval and Percent within Interval (Pre-Ordering/Ordering)

Definition

The average response interval and percent within the Interval is the average times and percent of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service and feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

- Syntactically incorrect queries
- Scheduled OSS Maintenance
- Retail usage of LENS

Business Rules

The average response interval for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is received by the client application. The percent of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the percent of accesses which take more than 6 seconds, and the percent which are less than or equal to 6.3 seconds are also captured. BellSouth will not schedule maintenance during the hours from 8.00 a.m until 9:00 p.m., Monday through Friday.

Calculation

Response Interval = (a - b)

- a = Date and Time of Legacy Response
- b = Date and Time of Legacy Request

Average Response Interval = c / d

- c = Sum of Response Intervals
- d = Number of Legacy Requests During the Reporting Period

Percent within Interval = (e / f) X 100

- e = Count of requests within the designated Interval within the reporting period
- f = Number of Legacy Requests during the Reporting Period for System for which a response was provided.

Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- Report Month
- Legacy Contract (per reporting dimension)
- Response Interval
- Regional Scope

Relating to BellSouth Performance

- Report Month
- Legacy Contract (per reporting dimension)
- Response Interval
- Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system.
- **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system.
- **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system.
- **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.
- **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system.
- **CRIS** (Customer Record Information System) – Source of CSR (Customer Service Record) information Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information
- **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.
- **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability BellSouth queries this legacy system.

SQM Analog/Benchmark

- Parity + 2 seconds

(See Appendix D: Tables for SQM OSS Legacy Access Times)

SEEM Measure

SEEM	Tier I	Tier II	Tier III
Yes		X	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system.
- **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address CLECs and BellSouth query this legacy system
- **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve

telephone numbers. CLECs and BellSouth query this legacy system.

- **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.
- **DSAP** (DOE Support Application) – provides due date information CLECs and BellSouth query this legacy system.
- **CRIS** (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc CLECs and BellSouth can query for CSR information.
- **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system
- **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability BellSouth queries this legacy system.

SEEM Analog/Benchmark

- Parity + 2 Seconds

(See Appendix D: Tables for SEEM OSS Legacy Systems)

OSS-2: OSS Availability (Pre-Ordering/Ordering)

Definition

Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface and for all Legacy systems accessed by them are captured. ("Functional Availability" is the amount of time in hours during the reporting period that the legacy systems are available to users. The planned System Scheduled Availability is the time in hours per day that the legacy system is scheduled to be available)

Scheduled availability is posted on the Interconnection website: (www interconnection.bellsouth.com/oss/osshour.html)

Exclusions

- CLEC impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc
- Degraded service outages which are defined as a critical function that is normally performed by the CLEC or is normally provided by an application or system available to the CLEC, but with significantly reduced response or processing time.
- Scheduled OSS Maintenance

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full and Loss of Functionality outages are included in the calculation for this measure. Full outages are defined as occurrences of either of the following.

- Application/Interface application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application
- Loss of Functionality outages are defined as:
  - A critical function that is normally performed by the CLEC or is normally provided by an application or system is temporarily unavailable to the CLEC.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BellSouth entities are given comparable opportunities for use of pre-ordering and ordering systems.

(Note: Scheduled maintenance will not be performed between the hours of 8:00 a.m through 9:00 p.m. Monday through Friday.)

Calculation

OSS Availability (Pre-Ordering/Ordering) = (a / b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- Report Month
- Legacy Contract Type (per reporting dimension)
- Regional Scope
- Hours of Downtime

Relating to BellSouth Performance

- Report Month
- Legacy Contract Type (per reporting dimension)
- Regional Scope
- Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level, Per OSS Interface	>= 99.5%

(See Appendix D: Tables for SQM OSS Availability)

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level, Per OSS Interface	>= 99.5%

(See Appendix D: Tables for SEEM OSS Availability)

OSS-3: OSS Availability (Maintenance & Repair)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection website: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

- CLEC-impacting trouble caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service outages which are defined as a critical function that is normally performed by the CLEC or is normally provided by an application or system available to the CLEC, but with significantly reduced response or processing time.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Loss of Functionality outages are defined as:

- A critical function that is normally performed by the CLEC or is normally provided by an application or system is temporarily unavailable to the CLEC.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BellSouth entities are given comparable opportunities for use of maintenance and repair systems.

Calculation

OSS Availability (a / b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- Availability of CLEC TAFI
- Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

- ECTA

Relating to BellSouth Performance

- Availability of BellSouth TAFI
- Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level, Per OSS Interface	>= 99.5%

(See Appendix D: Tables for OSS Availability (M&R)

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level, Per OSS Interface	>= 99 5%

(See Appendix D: Tables for SEEM OSS Availability (M&R)

OSS-4: Response Interval (Maintenance & Repair)

Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories

Exclusions

None

Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

Note: The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total

Calculation

OSS Response Interval = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

Percent Response Interval (per category) = (c / d) X 100

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

where, "X" is <= 4, > 4 <= 10, <= 10, > 10, or > 30 seconds.

Average Interval = (e / f)

- e = Sum of Response Intervals
- f = Number of Queries Submitted in the Reporting Period

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- CLEC Transaction Intervals

Relating to BellSouth Performance

- BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level, Per OSS Interface	Parity with Retail

(See Appendix D: Tables for Legacy System Access Times for M&R)

Note: BellSouth's Appendix D lists the query functions and the appropriate legacy systems that the queries travel through to return a response.

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region Level, Per OSS Interface	Parity with Retail

PO-1: Loop Makeup - Response Time – Manual

Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Inquiries, which are submitted electronically
- Designated Holidays are excluded from the interval calculation
- Weekends are excluded from the interval calculation
- Canceled Inquiries

Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via E-mail or FAX to BellSouth's Complex Resale Support Group (CRSG)

This measurement combines three intervals:

1. From receipt of a valid Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

Note: The Loop Makeup Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

(A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

Calculation

Response Interval = (a - b)

- a = Date the LMUSI returned to CLEC
- b = Date the LMUSI is received

Average Interval = (c / d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for manual LMUs:
  0 – <=1 day
  >1 – <= 2 days
  >2 – <= 3 days
  0 - <= 3 days
  >3 – <= 6 days
  >6 – <= 10 days
  > 10 days
- Average Interval in days

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of Inquiries
- SI Intervals
- State and Region

Relating to BellSouth Performance

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Loops	Benchmark 95% <= 3 Business Days

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loops	Benchmark: 95% <= 3 Business Days

PO-2: Loop Makeup - Response Time - Electronic

Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Manually submitted inquiries
- Canceled Requests

Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, TAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via the TAG Interface. LSRs submitted via LENs will be reflected in the results for the TAG interface.

> **Note**: The Loop Makeup Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

Calculation

Response Interval = (a - b)

- a = Date and Time the LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c / d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for electronic LMUs:
  0 – <= 1 minute
  >1 – <= 5 minutes
  0 - <= 5 minutes
  > 5 – <= 8 minutes
  > 8 – <= 15 minutes

> 15 minutes
- Average Interval in minutes

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of Inquires
- SI Interval
- State and Region

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Loop	Benchmark: 95% <= 1 Minute

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loop	95% <= 1 Minute

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval and percent within the interval from the time an LSR or transmission (may contain multiple LSRs from one or more CLECs in multiple states) is electronically submitted via EDI or TAG until an acknowledgement notice is sent by the system.

Exclusions

- Scheduled OSS Maintenance
- Manually Submitted LSRs

Business Rules

The process includes EDI and TAG system functional acknowledgements for all Local Service Requests (LSRs) which are electronically submitted by the CLEC. The start time is the receipt time of the LSR at BellSouth's side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth's side of the interface (gateway). For those CLECs using EDI, if more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented.

Calculation

Response Interval = (a - b)

- a = Date and Time Acknowledgement Notices returned to CLEC
- b = Date and Time Messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

Average Response Interval = (c / d)

- c = Sum of all Response Intervals for returned acknowledgements
- d = Total number of electronically submitted Messages/LSRs received, via EDI or TAG respectively, for which Acknowledgement Notices were returned in the Reporting Period.

Percent within Interval = (e / f) X 100

- e = Total number of electronically submitted messages/LSRs received, from CLEC via EDI or TAG respectively, in the Reporting Period.
- f = Total number of electronically submitted messages/LSRs acknowledged in the Reporting Period.

Reporting Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - Region
- Electronically Submitted LSRs
  0 – <=10 minutes
  > 10 – <= 20 minutes
  > 20 – <= 30 minutes
  0 – <= 30 minutes
  > 30 – <= 45 minutes
  > 45 – <= 60 minutes

> 60 – <= 120 minutes
> 120 minutes
- Average interval for electronically submitted LSRs in minutes

Data Retained

Relating to CLEC Experience

- Report Month
- Record of Functional Acknowledgements

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• EDI	EDI – 95% <= 30 Minutes
• TAG	TAG – 95% <= 30 Minutes

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• EDI	EDI – 95% <= 30 Minutes
• TAG	TAG – 95% <= 30 Minutes

O-2: Acknowledgement Message Completeness

Definition

This measurement provides the percent of Messages/LSRs received via EDI or TAG, which are acknowledged electronically.

Exclusions

Manually submitted LSRs

Business Rules

EDI and TAG send Functional Acknowledgements for all LSRs, which are electronically submitted by a CLEC. For those CLECs using EDI, if more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the LSR will be partially mechanized or fully mechanized

Calculation

Acknowledgement Completeness = (a / b) X 100

- a = Total number of Functional Acknowledgements returned in the reporting period for Messages/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted Messages/LSRs received in the reporting period by EDI or TAG respectively

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - Region

Note: Acknowledgement message is generated before the system recognizes whether this message (LSR) will be partially or fully mechanized.

Data Retained

Relating to CLEC Experience

- Report Month
- Record of Functional Acknowledgements

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• EDI	Benchmark: 99.9%
• TAG	Benchmark: 99.5%

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• EDI	Benchmark: 99 9%
• TAG	Benchmark: 99.5%

O-3: Percent Flow-Through Service Requests (Summary)

Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout for Percent Flow-Through only
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex*
2 Special pricing plans
3. Some Partial migrations (All LNP Partial Migrations)
4. New telephone number not yet posted to BOCRIS
5. Pending order review required
6. CSR inaccuracies such as invalid or missing CSR data in CRIS
7 Expedites (requested by the CLEC)
8. Denials-restore and conversion, or disconnect and conversion orders
9. Class of service invalid in certain states with some types of service
10. Low volume such as activity type "T" (move)
11. More than 25 business lines, or more than 15 loops
12. Transfer of calls option for the CLEC end users
13. Directory Listings (Identions and Captions)
14. LNP Only – Supplement LSRs except supps of O-2 (Due Date Changes) on Req Type CB

*See LSR Flow-Through Matrix in Appendix E for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through. The matrix is updated automatically when new services are added or the systems are improved to allow a service to flow through. The current version of the Flow-Through Matrix is on the PMAP website (http://pmap.bellsouth.com) in the Documentation/Exhibits folder. Any change in the flow-through order category from flow-through to non-flow-through shall require prior

Commission approval.

Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR

Calculation

Percent Flow Through = a / [b - (c + d + e + f)] X 100

- a = the total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fallout for manual processing
- d = the number of LSRs that are returned to the CLEC for auto clarification
- e = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- f = the number of LSRs that receive a Z status.

Percent Achieved Flow Through = a / [b - (c + d + e)] X 100

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for auto clarification
- d = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- e = the number of LSRs that receive Z status

Report Structure

- CLEC Aggregate
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs Received, by Interface, by CLEC
  - TAG
  - EDI
  - LENS
- Total Number of Errors by Type, by CLEC
  - Fatal Rejects
  - Auto Clarification
  - CLEC Caused System Fallout
- Total Number of Errors by Error Code
- Total Fallout for Manual Processing

Relating to BellSouth Performance

- Report Month
- Total Number of Errors by Type
  - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark[a]
• Residence	Benchmark: 95%
• Business	Benchmark: 90%
• UNE - Loops	Benchmark: 85%
• UNE-P	Benchmark: 90%
• LNP	Benchmark: 85%

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark[a]
• Residence	Benchmark: 95%
• Business	Benchmark: 90%
• UNE - Loops	Benchmark: 85%
• UNE-P	Benchmark. 90%
• LNP	Benchmark: 85%

[a] *Benchmarks do not apply to the "Percent Achieved Flow-Through."*

O-4: Percent Flow-Through Service Requests (Detail)

Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout for Percent Flow-Through only
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex*
2. Special pricing plans
3. Some Partial migrations (All LNP Partial Migrations)
4. New telephone number not yet posted to BOCRIS
5. Pending order review required
6. CSR inaccuracies such as invalid or missing CSR data in CRIS
7. Expedites (requested by the CLEC)
8. Denials-restore and conversion, or disconnect and conversion orders
9. Class of service invalid in certain states with some types of service
10. Low volume such as activity type "T" (move)
11. More than 25 business lines, or more than 15 loops
12. Transfer of calls option for the CLEC end users
13. Directory Listings (Identions and Captions)
14. LNP Only – Supplement LSRs except supps of O-2 (Due Date Changes) on Req Type CB

*See LSR Flow-Through Matrix in Appendix E for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through The matrix is updated automatically when new services are added or the systems are improved to allow a service to flow through. The current version of the Flow-Through Matrix is on the PMAP website (http://pmap.bellsouth.com) in the

Documentation/Exhibits folder. Any change in the flow-through order category from flow-through to non-flow-through shall require prior Commission approval.

Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = a / [b - (c + d + e + f)] X 100

- a = the total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fallout for manual processing
- d = the number of LSRs that are returned to the CLEC for auto clarification
- e = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- f = the number of LSRs that receive a Z status.

Percent Achieved Flow Through = a / [b - (c + d + e)] X 100

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for auto clarification
- d = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- e = the number of LSRs that receive Z status

Report Structure

Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of BellSouth caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation
- Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs Received, by Interface, by CLEC
  - TAG
  - EDI
  - LENS
- Total Number of Errors by Type, by CLEC
  - Fatal Rejects
  - Auto Clarification

- CLEC Errors
- Total Number of Errors by Error Code
- Total Fallout for Manual Processing

Relating to BellSouth Performance

- Report Month
- Total Number of Errors by Type
  - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark[a]
• Residence	Benchmark: 95%
• Business	Benchmark: 90%
• UNE - Loops	Benchmark 85%
• UNE-P	Benchmark: 90%
• LNP	Benchmark: 85%

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Residence	Benchmark: 95%
• Business	Benchmark: 90%
• UNE- Loops	Benchmark: 85%
• UNE-P	Benchmark: 90%
• LNP	Benchmark: 85%

[a] *Benchmarks do not apply to the "Percent Achieved Flow-Through."*

Flow-Through Error Analysis

Definition

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued.

Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Total for each error type

Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

- Error Type (by error code)
- Count of each error type
- Percent of each error type
- Cumulative percent
- Error Description
- CLEC Caused Count of each error code
- Percent of aggregate by CLEC caused count
- Percent of CLEC caused count
- BellSouth Caused Count of each error code
- Percent of aggregate by BellSouth caused count
- Percent of BellSouth by BellSouth caused count.

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs Received
- Total Number of Errors by Type (by Error Code)
  - CLEC caused error

Relating to BellSouth Performance

- Report Month
- Total Number of Errors by Type (by Error Code)
  - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Not Applicable	Not Applicable

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

O-6: CLEC LSR Information

Definition

A list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period.

Exclusions

- Fatal Rejects
- LSRs Submitted Manually

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Not Applicable

Report Structure

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Ver
- Timestamp
- Type
- Err #
- Note or Error Description

Data Retained

Relating to CLEC Experience

- Report Month
- Record of LSRs Received by CC, PON and Ver
- Record of Timestamp, Type, Err # and Note or Error Description for Each LSR by CC, PON and Ver

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Not Applicable	Not Applicable

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

O-7: Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Service Requests [(Local Service Requests (LSRs) or Access Service Requests (ASRs)] received which are rejected due to error or omission. Service Requests are considered valid when they are submitted by the CLEC and pass edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Fatal Rejects
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable
- LSRs identified as "Projects"

Business Rules

Fully Mechanized: An LSR/Service Request is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, LENS, TAG, LESOG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention. There are two types of "Rejects" in the Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** occurs when a valid LSR is electronically submitted but rejected from LESOG or LAUTO because it does not pass further edit checks for order accuracy.

Partially Mechanized: A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and sent back (rejected) to the CLEC.

Non-Mechanized: LSRs which are faxed or mailed to the LCSC for processing and "clarified" (rejected) back to the CLEC by the BellSouth service representative.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC) Trunk data is reported as a separate category.

Calculation

Percent Rejected Service Requests = (a / b) X 100

- a = Total Number of Service Requests Rejected in the reporting period
- b = Total Number of Service Requests Received in the reporting period

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
- Trunks
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State

- Region
- Product Specific percent Rejected
- Total percent Rejected

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs
- Total Number of Rejects
- State and Region
- Total Number of ASRs (Trunks)

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Mechanized, Partially Mechanized and Non-Mechanized	
• Resale – Residence	Diagnostic
• Resale - Business	
• Resale – Design (Special)	
• Resale PBX	
• Resale Centrex	
• Resale ISDN	
• LNP (Standalone)	
• INP (Standalone)	
• 2W Analog Loop Design	
• 2W Analog Loop Non-Design	
• 2W Analog Loop with INP Design	
• 2W Analog Loop with INP Non-Design	
• 2W Analog Loop with LNP Design	
• 2W Analog Loop with LNP Non-Design	
• UNE Digital Loop < DS1	
• UNE Digital Loop >= DS1	
• UNE Loop + Port Combinations	
• UNE Combination Other	
• UNE ISDN Loop	
• UNE Other Design	
• UNE Other Non-Design	
• UNE Line Splitting	
• EELs	
• Switch Ports	
• UNE xDSL (ADSL, HDSL, UCL)	
• Line Sharing	
• Local Interoffice Transport	
• Local Interconnection Trunks	

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

O-8: Reject Interval

Definition

Reject Interval is the average reject time from receipt of Service Requests [(Local Service Requests (LSRs) or Access Service Requests (ASRs)] to the distribution of a Reject. Service Requests are considered valid when they are submitted by the CLEC and pass edit checks to insure the data received is correctly formatted and complete. When there are multiple rejects on a single version of an LSR, the first reject issued is used for the calculation of the interval duration.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified.
- Fatal Rejects
- Designated Holidays are excluded from the interval calculation for partially mechanized and non-mechanized LSRs/ASRs only.
- LSRs which are identified and classified as "Projects"

Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation. The excluded time is the time outside of normal operations which can be found at the following website: http://www interconnection.bellsouth.com/centers/html/lcsc.html

Local Interconnection Service Center (LISC) - Monday through Friday 4:30 PM until 8:00 AM
From 4:30 PM Friday until 8:00 AM Monday

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

Business Rules

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BellSouth receives LSR (date and time stamps in EDI or TAG) until that LSR is rejected back to the CLEC. Elapsed time for each LSR (date and time stamps in EDI or TAG) is accumulated for each reporting dimension The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI translator or TAG) until the LSR is rejected (date and time stamp or reject in EDI translator, or TAG). Auto Clarifications are considered in the Fully Mechanized category

Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI translator or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via EDI translator, or TAG.

Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

Calculation

Reject Interval = (a - b)

- a = Date and Time of Service Request Rejection
- b = Date and Time of Service Request Receipt

Average Reject Interval = (c / d)

- c = Sum of all Reject Intervals
- d = Number of Service Requests Rejected in Reporting Period

Reject Interval Distribution = (e / f) X 100

- e = Service Requests Rejected in reported interval
- f = Total Number of Service Requests Rejected in Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Fully Mechanized:
  0 - <= 4 minutes
  > 4 - <= 8 minutes
  >8 - <= 12 minutes
  > 12 - <= 60 minutes
  0 - <= 1 hour
  > 1 - <= 4 hours
  > 4 - <= 8 hours
  > 8 - <= 12 hours
  > 12 - <= 16 hours
  > 16 - <= 20 hours
  > 20 - <= 24 hours
  > 24 hours
- Partially Mechanized:
  0 - <= 1 hour
  > 1 - <= 4 hours
  > 4 - <= 8 hours
  > 8 - <= 10 hours
  0 - <= 10 hours
  > 10 - <= 18 hours
  0 - <= 18 hours
  > 18 - <= 24 hours
  > 24 hours
- Non-mechanized:
  0 - <= 1 hour
  > 1 - <= 4 hours
  > 4 - <= 8 hours
  > 8 - <= 12 hours
  > 12 - <= 16 hours
  > 16 - <= 20 hours
  > 20 - <= 24 hours
  0 - <= 24 hours
  > 24 hours
- Trunks:

0 - <= 36 hours
> 36 hours
- Average Interval is reported in business hours.

Data Retained

Relating to CLEC Experience

- Report Month
- Reject Interval
- Total Number of LSRs
- Total Number of Rejects
- State and Region
- Total Number of ASRs (Trunks)

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Resale – Residence	Fully Mechanized: 97% <= 1 Hour
Resale – Business	Partially Mechanized: 95% <= 10 Hours
Resale – Design (Special)	Non Mechanized: 95% <= 24 Hours
Resale PBX	
Resale Centrex	
Resale ISDN	
LNP (Standalone)	
INP (Standalone)	
2W Analog Loop Design	
2W Analog Loop Non-Design	
2W Analog Loop with INP Design	
2W Analog Loop with INP Non-Design	
2W Analog Loop with LNP Design	
2W Analog Loop with LNP Non-Design	
UNE Digital Loop < DS1	
UNE Digital Loop >= DS1	
UNE Loop + Port Combinations	
UNE Combination Other	
UNE ISDN Loop	
UNE Other Design	
UNE Other Non-Design	
UNE Line Splitting	
EELs	
Switch Ports	
UNE xDSL (ADSL, HDSL, UCL)	
Line Sharing	
Local Interoffice Transport	
Local Interconnection Trunks	Trunks: 95% <= 36 Hours

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	97% <= 1 hour
• Partially Mechanized	95% <= 10 hours
• Non-Mechanized	95% <= 24 hours
• Local Interconnection Trunks	95% <= 36 hours

O-9: Firm Order Confirmation Timeliness

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR or ASR to distribution of a Firm Order Confirmation The interval will include an electronic facilities check

Exclusions

- Service Requests canceled by CLEC prior to being confirmed.
- Designated Holidays are excluded from the interval calculation for partially mechanized and non-mechanized LSRs/ASRs only.
- LSRs which are identified and classified as "Projects"

Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation The excluded time is the time outside of normal operations which can be found at the following website: http://www.interconnection.bellsouth.com/centers/html/lcsc.html

For ASRs processed in the Local Interconnection Service Center (LISC) - From 4:30 PM All hours outside of Monday – Friday 8:00 AM – 4:30 PM CST, should be excluded.

The hours excluded will be altered to reflect changes in the Center operating hours. The Centers will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

Business Rules

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI translator or TAG.

Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI translator, or TAG

Non-Mechanized: The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). The elapsed time is measured from receipt of a valid ASR (date and time stamp of a FAX or paper ASR received in the LISC) until the appropriate orders are issued by a BellSouth representative and a FOC issued in EXACT. Trunk data is reported as a separate category.

Note: When multiple FOCs occur on a single version of an LSR, the first FOC is used to measure the interval.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date and Time of Firm Order Confirmation
- b = Date and Time of Service Request Receipt

Average FOC Interval = (c / d)

- c = Sum of all Firm Order Confirmation Times
- d = Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution = (e / f) X 100

- e = Service Requests Confirmed in Designated Interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
  - CLEC Specific
  - CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Fully Mechanized:
  0 - <= 15 minutes
  > 15 - <= 30 minutes
  > 30 - <= 45 minutes
  > 45 - <= 60 minutes
  > 60 - <= 90 minutes
  > 90 - <= 120 minutes
  > 120 - <= 180 minutes
  0 - <= 3 hours
  > 3 - <= 6 hours
  > 6 - <= 12 hours
  > 12 - <= 24 hours
  > 24 - <= 48 hours
  > 48 hours
- Partially Mechanized:
  0 - <= 4 hours
  > 4 - <= 8 hours
  > 8 - <= 10 hours
  0 - <= 10 hours
  > 10 - <= 18 hours
  0 - <= 18 hours
  > 18 - <= 24 hours
  > 24 - <= 48 hours
  > 48 hours
- Non-mechanized:
  0 - <= 4 hours
  > 4 - <= 8 hours
  > 8 - <= 12 hours
  > 12 - <= 16 hours
  0 - <= 24 hours
  > 16 - <= 20 hours
  > 20 - <= 24 hours
  > 24 - <= 36 hours
  0 - <= 36 hours

> 36 - <= 48 hours
> 48 hours
- Trunks:
  0 - <= 48 hours
  > 48 hours
- Average Interval is reported in business hours

Data Retained

Relating to CLEC Experience

- Report Month
- Interval for FOC
- Total Number of LSRs
- State and Region
- Total Number of ASRs (Trunks)

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale – Residence	Fully Mechanized: 95% <= 3 Hours
• Resale – Business	Partially Mechanized: 95% <= 10 Hours
• Resale – Design (Special)	Non-Mechanized: 95% <= 24 Hours
• Resale PBX	
• Resale Centrex	
• Resale ISDN	
• LNP (Standalone)	
• INP (Standalone)	
• 2W Analog Loop Design	
• 2W Analog Loop Non-Design	
• 2W Analog Loop with INP Design	
• 2W Analog Loop with INP Non-Design	
• 2W Analog Loop with LNP Design	
• 2W Analog Loop with LNP Non-Design	
• UNE Digital Loop < DS1	
• UNE Digital Loop >= DS1	
• UNE Loop + Port Combinations	
• UNE Combination Other	
• UNE ISDN Loop	
• UNE Other Design	
• UNE Other Non-Design	
• UNE Line Splitting	
• EELs	
• Switch Ports	
• UNE xDSL (ADSL, HDSL, UCL)	
• Line Sharing	
• Local Interoffice Transport	
• Local Interconnection Trunks	Trunks: 95% <= 48 Hours

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	95% <= 3 Hours
• Partially Mechanized	95% <= 10 Hours
• Non-Mechanized	95% <= 24 Hours
• Local Interconnection Trunks	95% <= 48 Hours

O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual[1]

Definition

This report measures the interval and the percent within the interval from the submission of a Service Inquiry (SI) with Firm Order LSR to the distribution of a Firm Order Confirmation (FOC).

Exclusions

- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00 PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry.
- Canceled Requests
- Electronically Submitted Requests
- Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation. The excluded time is the time outside of normal operations which can be found at the following website: http//www.interconnection.bellsouth.com/centers/html/lcsc.html

Business Rules

This measurement combines four intervals:

1. From receipt of a valid Service Inquiry with LSR to hand off to the Service Advocacy Center (SAC) for Loop 'Look-up'.
2. From SAC start date to SAC complete date.
3. From SAC complete date to the Complex Resale Support Group (CRSG) complete date with hand off to LCSC.
4. From receipt of a valid SI/LSR in the LCSC to Firm Order Confirmation.

(A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

Calculation

FOC Timeliness Interval with SI = (a - b)

- a = Date and Time Firm Order Confirmation (FOC) for SI with LSR returned to CLEC
- b = Date and Time SI with LSR received

Average Interval = (c / d)

- c = Sum of all FOC Timeliness Intervals with SI
- d = Total number of SIs with LSRs received in the reporting period

Percent Within Interval = (e / f) X 100

- e = Total number of Service Inquiries with LSRs received by the CRSG to distribution of FOC by the Local Carrier Service Center (LCSC)
- f = Total number of Service Inquiries with LSRs received in the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region

[1] *See O-9 for FOC Timeliness*

- Intervals
  0 – <= 3 days
  > 3 – <= 5 days
  0 – <=5 days
  > 5 – <= 7 days
  > 7 – <= 10 days
  > 10 – <= 15 days
  >15 days
- Average Interval measured in days

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of Requests
- SI Intervals
- State and Region

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• xDSL (includes UNE unbundled ADSL, HDSL and UNE Unbundled Copper Loops)	95% Returned <= 5 Business Days
• Unbundled Interoffice Transport	

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

O-11: Firm Order Confirmation and Reject Response Completeness

Definition

A response is expected from BellSouth for every Local Service Request transaction (version). Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses

Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified
- Fatal Rejects
- LSRs identified as "Projects"

Business Rules

Mechanized – The number of FOCs or Auto Clarifications sent to the CLEC from EDI, or TAG in response to electronically submitted LSRs

Partially Mechanized – The number of FOCs or Rejects sent to the CLEC from EDI, or TAG in response to electronically submitted LSRs which fall out for manual handling by the LCSC personnel.

Non-Mechanized: The number of FOCs or Rejects sent to the CLECs by FAX server.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

For CLEC Results:

Percent responses is determined by computing the number of Firm Order Confirmations and Rejects transmitted by BellSouth and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Calculation

Firm Order Confirmation / Reject Response Completeness = (a / b) X 100

- a = Total Number of Service Requests for which a Firm Order Confirmation or Reject is Sent
- b = Total Number of Service Requests Received in the Report Period

Report Structure

Fully Mechanized, Partially Mechanized, Non-Mechanized and Interconnection Trunks

- State and Region
- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs
- Total Number of rejects

- Total Number of ASRs (Trunks)
- Total Number of FOCs

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	95% Returned
• Resale Business	
• Resale Design (Special)	
• Resale PBX	
• Resale Centrex	
• Resale ISDN	
• LNP (Standalone)	
• INP (Standalone)	
• 2W Analog Loop Design	
• 2W Analog Loop Non-Design	
• 2W Analog Loop with INP Design	
• 2W Analog Loop with INP Non-Design	
• 2W Analog Loop with LNP Design	
• 2W Analog Loop with LNP Non-Design	
• UNE Digital Loop < DS1	
• UNE Digital Loop >= DS1	
• UNE Loop + Port Combinations	
• UNE Combination Other	
• UNE ISDN Loop	
• UNE Other Design	
• UNE Other Non-Design	
• UNE Line Splitting	
• EELs	
• Switch Ports	
• UNE xDSL (ADSL, HDSL, UCL)	
• Line Sharing	
• Local Interoffice Transport	
• Local Interconnection Trunks	

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	95% Returned
• Partially Mechanized	
• Non-Mechanized	
• Local Interconnection Trunks	

O-12: Speed of Answer in Ordering Center

Definition

Measures the average time a customer is in queue.

Exclusions

None

Business Rules

The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BellSouth service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until a service representative in BellSouth's Local Carrier Service Center (LCSC) answers the CLEC call.

Calculation

Speed of Answer in Ordering Center = (a / b)

- a = Total seconds in queue
- b = Total number of calls answered in the Reporting Period

Report Structure

Aggregate

- CLEC – Local Carrier Service Center
- BellSouth
  - Business Service Center
- Geographic Scope
  - Region

Data Retained

Relating to CLEC Experience

- Mechanized Tracking Through LCSC Automatic Call Distributor

Relating to BellSouth Performance

- Mechanized Tracking Through BellSouth Retail Center Support System

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Aggregate	
• CLEC – Local Carrier Service Center	Parity with Retail (Business Service Center)

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC - Local Carrier Service Center	Parity with Retail (Business Service Center)

Section 3: Provisioning

P-1: Mean Held Order Interval & Distribution Intervals

Definition

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BellSouth reasons, pending a delayed completion, should be no worse for the CLEC when compared to BellSouth delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date; divided by the total number of held orders. This report is based on orders still pending, held and past their committed due date. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval.)

Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) Test order types may be C, N, R, or T
- Disconnect (D) & From (F) orders
- Orders with Appointment Code of 'A', i.e., orders for locations requiring special construction including locations where no address exists and a technician must make a field visit to determine how to get facilities to the location.

Business Rules

Mean Held Order Interval: This metric is computed at the close of each report period The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order and identifying all orders that have been reported as completed in SOCS after the currently committed due date for the order. For each such order, the number of calendar days between the earliest committed due date on which BellSouth had a company missed appointment and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (Orders counted in >90 days are also included in > 15 days)

Calculation

Mean Held Order Interval = a / b

- a = Sum of held-over-days for all Past Due Orders Held with a BellSouth Missed Appointment from the earliest BellSouth missed appointment
- b = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

Held Order Distribution Interval (for each interval) = (c / d) X 100

- c = # of Orders Held for >= 15 days or # of Orders Held for >= 90 days
- d = Total # of Past Due Orders Held and Pending But Not Completed)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Circuit Breakout < 10, >= 10 (except trunks)
- Dispatch/Non-Dispatch
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON (PON)
- Order Submission Date (TICKET_ID)
- Committed Due Date (DD)
- Service Type (CLASS_SVC_DESC)
- Hold Reason
- Total Line/Circuit Count
- Geographic Scope

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number
- Order Submission Date
- Committed Due Date
- Service Type
- Hold Reason
- Total Line/Circuit Count
- Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex	Retail Centrex
• Resale ISDN	Retail ISDN
• LNP (Standalone)	Retail Residence and Business (POTS)
• INP (Standalone)	Retail Residence and Business (POTS)
• 2W Analog Loop Design	Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• 2W Analog Loop with LNP - Design	Retail Residence and Business Dispatch
• 2W Analog Loop with LNP- Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• 2W Analog Loop with INP-Design	Retail Residence and Business Dispatch
• 2W Analog Loop with INP-Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)

- UNE Digital Loop < DS1 ..... Retail Digital Loop < DS1
- UNE Digital Loop >= DS1 ..... Retail Digital Loop >= DS1
- UNE Loop + Port Combinations..... Retail Residence and Business
  - Dispatch In..... - Dispatch
  - Switch Based ..... - Switched Based
- UNE Switch Ports ..... Retail Residence and Business (POTS)
- UNE Combo Other ..... Retail Residence, Business and Design Dispatch
- UNE xDSL (HDSL, ADSL and UCL) ..... ADSL Provided to Retail
- UNE ISDN (Includes UDC) ..... Retail ISDN - BRI
- UNE Line Sharing ..... ADSL Provided to Retail
- UNE Other Design..... Retail Design
- UNE Other Non-Design ..... Retail Residence and Business
- Local Transport (Unbundled Interoffice Transport)..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks ..... Parity with Retail
- UNE Line Splitting ..... ADSL to Retail
- EELs ..... Retail DS1/DS3

SEEM Measure

SEEM	Tier I	Tier II
No.		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

(Deleted)

P-2A: Jeopardy Notice Interval

Definition

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC

The interval is from the date/time the notice is released to the CLEC/BellSouth systems until 5pm on the due date of the order.

Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) and From (F) orders
- Orders with Jeopardy Notice when jeopardy is identified on the due date. This exclusion only applies when the technician on premises has attempted to provide service but must refer to Engineer or Cable Repair for facility jeopardy
- Orders issued with a due date of < = 48 hours.

Business Rules

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunk results are usually zero as these trunks seldom experience facility delays. The Committed Due Date is considered the Confirmed Due Date. This report measures dispatched orders only If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion

Calculation

Jeopardy Interval = a - b

- a = Date and Time of Scheduled Due Date on Service Order
- b = Date and Time of Jeopardy Notice

Average Jeopardy Interval = c / d

- c = Sum of all Jeopardy Intervals
- d = Number of Orders Notified of Jeopardy in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Dispatch/Non-Dispatch
- Geographic Scope
  - State
    Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON

- Date and Time Jeopardy Notice Sent
- Committed Due Date
- Service Type

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number
- Date and Time Jeopardy Notice Sent
- Committed Due Date
- Service Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	95% > = 48 hours
• Resale Business	95% > = 48 hours
• Resale Design	95% > = 48 hours
• Resale PBX	95% > = 48 hours
• Resale Centrex	95% > = 48 hours
• Resale ISDN	95% > = 48 hours
• LNP (Standalone)	95% > = 48 hours
• INP (Standalone)	95% > = 48 hours
• 2W Analog Loop Design	95% > = 48 hours
• 2W Analog Loop Non-Design	95% > = 48 hours
• 2W Analog Loop with LNP - Design	95% > = 48 hours
• 2W Analog Loop with LNP- Non-Design	95% > = 48 hours
• 2W Analog Loop with INP-Design	95% > = 48 hours
• 2W Analog Loop with INP-Non-Design	95% > = 48 hours
• UNE Digital Loop < DS1	95% > = 48 hours
• UNE Digital Loop >= DS1	95% > = 48 hours
• UNE Loop + Port Combinations	95% > = 48 hours
- Dispatch In	- Dispatch In
Switch Based	- Switch Based
• UNE Switch Ports	95% > = 48 hours
• UNE Combo Other	95% > = 48 hours
• UNE xDSL (HDSL, ADSL and UCL)	95% > = 48 hours
• UNE ISDN (Includes UDC)	95% > = 48 hours
• UNE Line Sharing	95% > = 48 hours
• UNE Other Design	95% > = 48 hours
• UNE Other Non-Design	95% > = 48 hours
• Local Transport (Unbundled Interoffice Transport)	95% > = 48 hours
• Local Interconnection Trunks	95% > = 48 hours
• UNE Line Splitting	95% > = 48 hours
• EELs	95% > = 48 hours

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

P-2B: Percentage of Orders Given Jeopardy Notices

Definition

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.

The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.

Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) and From (F) orders

Business Rules

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunks results are usually zero as these trunks seldom experience facility delays. The Committed due date is considered the Confirmed due date. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.

Calculation

Percent of Orders Given Jeopardy Notice = (a / b) X 100

- a = Number of Orders Given Jeopardy Notices in Reporting Period
- b = Number of Orders Confirmed (due) in Reporting Period

Percent of Orders Given Jeopardy Notice > = 48 hours = (c / d) X 100

- c = Number of Orders Given Jeopardy Notice >= 48 hours in Reporting Period (electronic only)
- d = Number of Orders Given Jeopardy Notices in Reporting Period (electronic only)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Dispatch/Non-Dispatch
- Geograhic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON

- Date and Time Jeopardy Notice sent
- Committed Due Date
- Service Type

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number
- Date and Time Jeopardy Notice sent
- Committed Due Date
- Service Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex	Retail Centrex
• Resale ISDN	Retail ISDN
• LNP (Standalone)	Retail Residence and Business (POTS)
• INP (Standalone)	Retail Residence and Business (POTS)
• 2W Analog Loop Design	Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• 2W Analog Loop with LNP - Design	Retail Residence and Business Dispatch
• 2W Analog Loop with LNP - Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• 2W Analog Loop with INP-Design	Retail Residence and Business Dispatch
• 2W Analog Loop with INP-Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• UNE Digital Loop <DS1	Retail Digital Loop <DS1
• UNE Digital Loop >=DS1	Retail Digital Loop >=DS1
• UNE Loop + Port Combinations	Retail Residence and Business
- Dispatch In	- Dispatch In
- Switch Based	- Switch Based
• UNE Switch Ports	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail
• UNE ISDN (Includes UDC)	Retail ISDN - BRI
• UNE Line Sharing	ADSL Provided to Retail
• UNE Other Design	Retail Design
• UNE Other Non-Design	Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	Parity with Retail
• UNE Line Splitting	ADSL Provided to Retail
• EELs	Retail DS1/DS3

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

P-3: Percent Missed Initial Installation Appointments

Definition

"Percent missed initial installation appointments" monitors the reliability of BellSouth commitments with respect to committed due dates to assure that the CLEC can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for Total misses and End User Misses.

Exclusions

- Orders canceled prior to the due date including orders that are to be provisioned on the same day they are placed. ("Zero Due Date Orders")
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders Test Orders, etc., Order types may be coded C, N, R or T)
- Disconnect (D) & From (F) orders
- End User Misses

Business Rules

Percent Missed Initial Installation Appointments (PMI) is the percentage of orders with completion dates in the reporting period that are past the original committed due date. Missed Appointments caused by end-user reasons will be excluded and reported separately. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The "due date" is any time on the confirmed due date. Which means there cannot be a cutoff time for commitments, as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

Calculation

Percent Missed Installation Appointments = (a / b) X 100

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits >= 10 lines/circuits (except trunks)
- Dispatch/Non-Dispatch (except Trunks)
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON (PON)
- Committed Due Date (DD)

- Completion Date (CMPLTN DD)
- Status Type
- Status Notice Date
- Standard Order Activity

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number
- Committed Due Date (DD)
- Completion Date (CMPLTN DD)
- Status Type
- Status Notice Date
- Standard Order Activity

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex	Retail Centrex
• Resale ISDN	Retail ISDN
• LNP (Standalone)	Retail Residence and Business (POTS)
• INP (Standalone)	Retail Residence and Business (POTS)
• 2W Analog Loop Design	Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	Retail Residence and Business – (POTS Excluding Switch- Based Orders)
• 2W Analog Loop With LNP - Design	Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• 2W Analog Loop With INP-Design	Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	Retail Residence and Business
- Dispatch In	- Dispatch In
- Switch Based	- Switched Based
• UNE Switch Ports	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail
- Without Conditioning	- Without Conditioning
- With Conditioning	- With Conditioning (BellSouth does not offer this service to Retail)
• UNE ISDN	Retail ISDN - BRI
• UNE Line Sharing Without Conditioning	ADSL Provided to Retail
With Conditioning	ADSL Provided to Retail
• UNE Other Design	Retail Design
• UNE Other Non-Design	Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	Parity with Retail
• UNE Line Splitting Without Conditioning	ADSL Provided to Retail
• With Conditioning	ADSL Provided to Retail
• EELs	Retail DS1/DS3
• UNE UDC/IDSL	Retail ISDN - BRI

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex	Retail Centrex
• Resale ISDN	Retail ISDN
• LNP (Standalone)	Retail Residence and Business (POTS)
• INP (Standalone)	Retail Residence and Business (POTS)
• 2W Analog Loop Design	Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• 2W Analog Loop With LNP - Design	Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• 2W Analog Loop With INP-Design	Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >=DS1
• UNE Loop + Port Combinations	Retail Residence and Business
- Dispatch In	- Dispatched In
- Switch Based	- Switch Based
• UNE Switch Ports	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail
- Without Conditioning	- Without Conditioning
- With Conditioning	- With Conditioning (BellSouth does not offer this service to Retail)
• UNE ISDN	Retail ISDN - BRI
• UNE Line Sharing Without Conditioning	ADSL Provided to Retail
With Conditioning	ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	Parity with Retail
• UNE Line Splitting Without Conditioning	ADSL Provided to Retail
• With Conditioning	ADSL Provided to Retail
• UNE Other Design	Retail Design
• UNE Other Non-Design	Retail Residence and Business
• EELs	Retail DS1/DS3
• UNE UDC/IDSL	Retail ISDN - BRI

P-3A: Percent Missed Installation Appointments Including Subsequent Appointments

(Deleted)

P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution

Definition

The "average completion interval" measure monitors the interval of time it takes BellSouth to provide service for the CLEC or its own customers. The "Order Completion Interval Distribution" provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers on service orders.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D & F) orders (Except "D" orders associated with LNP Standalone)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- End user-caused misses

Business Rules

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BellSouth issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BellSouth's actual order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33-day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

The interval breakout for UNE and Design is: 0-5 = 0-< 5, 5-10 = 5-<10, 10-15 = 10-< 15, 15-20 = 15-< 20, 20-25 = 20-< 25, 25-30 = 25-< 30, >= 30 = 30 and greater.

Calculation

Completion Interval = (a - b)

- a = Completion Date
- b = FOC/SOCS date time-stamp (application date)

Average Completion Interval = (c / d)

- c = Sum of all Completion Intervals
- d = Count of Orders Completed in Reporting Period

Order Completion Interval Distribution (for each interval) = (e / f) X 100

- e = Service Orders Completed in "X" days
- f = Total Service Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch/Non-Dispatch categories applicable to all levels except trunks
- Residence and Business reported in day intervals = 0,1,2,3,4,5,5+
- UNE and Design reported in day intervals =0-5,5-10,10-15,15-20,20-25,25-30, >= 30
- All Levels are reported <10 line/circuits; >= 10 line/circuits (except trunks)

- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name
- Order Number (PON)
- Application Date and Time
- Completion Date (CMPLTN_DT)
- Service Type (CLASS_SVC_DESC)
- Geographic Scope

Note: Code in parentheses is the corresponding header found in the raw data file

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number
- Order Submission Date and Time
- Order Completion Date and Time
- Service Type
- Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Resale Residence	Retail Residence
Resale Business	Retail Business
Resale Design	Retail Design
Resale PBX	Retail PBX
Resale Centrex	Retail Centrex
Resale ISDN	Retail ISDN
LNP (Standalone)	Retail Residence and Business (POTS)
INP (Standalone)	Retail Residence and Business (POTS)
2W Analog Loop Design	Retail Residence and Business Dispatch
2W Analog Loop Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
2W Analog Loop with LNP - Design	Retail Residence and Business Dispatch
2W Analog Loop with LNP- Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
2W Analog Loop with INP-Design	Retail Residence and Business Dispatch
2W Analog Loop with INP-Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
UNE Digital Loop < DS1	Retail Digital Loop < DS1
UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
UNE Loop + Port Combinations	Retail Residence and Business
- Dispatch In	- Dispatch In
- Switch Based	- Switch Based
UNE Switch Ports	Retail Residence and Business (POTS)
UNE Combo Other	Retail Residence, Business and Design Dispatch
UNE xDSL (HDSL, ADSL and UCL)	
- Without Conditioning	- <= 5 Days
- With Conditioning	- <= 12 Days
UNE ISDN	Retail ISDN - BRI
UNE Line Sharing Without Conditioning	ADSL Provided to Retail

With Conditioning ..... <= 12 Days
- Local Transport (Unbundled Interoffice Transport) ..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks ..... Parity with Retail
- UNE Line Splitting Without Conditioning ..... ADSL Provided to Retail
- With Conditioning ..... <= 12 Days
- UNE Other Design ..... Retail Design
- UNE Other Non-Design ..... Retail Residence and Business
- EELs ..... Retail DS1/DS3
- UNE UDC/IDSL ..... Retail ISDN - BRI

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex	Retail Centrex
• Resale ISDN	Retail ISDN
• LNP (Standalone)	Retail Residence and Business (POTS)
• INP (Standalone)	Retail Residence and Business (POTS)
• 2W Analog Loop Design	Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• 2W Analog Loop with LNP - Design	Retail Residence and Business Dispatch
• 2W Analog Loop with LNP- Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• 2W Analog Loop with INP-Design	Retail Residence and Business Dispatch
• 2W Analog Loop with INP-Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >=DS1
• UNE Loop + Port Combinations	Retail Residence and Business
- Dispatch In	- Dispatch In
- Switch Based	- Switch Based
• UNE Switch Ports	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	
- Without Conditioning	- <= 5 Days
- With Conditioning	- <= 12 Days
• UNE ISDN	Retail ISDN - BRI
• UNE Line Sharing Without Conditioning	ADSL Provided to Retail
• With Conditioning	<= 12 Days
• Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	Parity with Retail
• UNE Line Splitting Without Conditioning	ADSL Provided to Retail
• With Conditioning	<= 12 Days
• UNE Other Design	Retail Design
• UNE Other Non-Design	Retail Residence and Business
• EELs	Retail DS1/DS3
• UNE UDC/IDSL	Retail ISDN/BRI

P-4A: Average Order Completion and Completion Notice Interval (AOCCNI) Distribution

(Deleted)

P-5: Average Completion Notice Interval

Definitions

The Completion Notice Interval is the elapsed time between the BellSouth reported completion of work and the issuance of a valid completion notice to the CLEC.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc) Test order types may be C, N, R, or T.
- D & F orders (Exception: "D" orders associated with LNP Standalone)

Business Rules

Measurement on interval of completion date and time entered by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BellSouth of the completion status. The field technician notifies the CLEC the work was complete and then he/she enters the completion time stamp information in his/her computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order.

The start time for all orders is the completion stamp either by the field technician or the 5PM due date stamp, the end time for mechanized orders is the time stamp the notice was delivered to the CLEC interface (LENS, EDI, OR TAG). For non-mechanized orders-the end time will be date and timestamp of order update from the FAX record via LON or C-SOTS system. For the retail analog, the start time is when the technician completes the order and the end time is when the order status is changed to complete in SOCS.

Calculation

Completion Notice Interval = (a - b)

- a = Date and Time of Notice of Completion
- b = Date and Time of Work Completion

Average Completion Notice Interval = c / d

- c = Sum of all Completion Notice Intervals
- d = Number of Orders with Notice of Completion in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Dispatch/Non-Dispatch
- Reporting intervals in Hours; 0,1- <= 2, > 2 - <= 4, > 4 - <= 8, > 8 - <= 12, > 12- <= 24, > 24 plus Overall Average Hour Interval
- Reported in categories of <10 line / circuits; >= 10 line/circuits (except trunks)
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number (so_nbr)
- Work Completion Date (cmpltn_dt)
- Work Completion Time
- Completion Notice Availability Date
- Completion Notice Availability Time
- Service Type
- Geographic Scope

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number (so_nbr)
- Work Completion Date (cmpltn_dt)
- Work Completion Time
- Completion Notice Availability Date
- Completion Notice Availability Time
- Service Type
- Geographic Scope

Note: Code in parentheses is the corresponding header found in the raw data file.

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex	Retail Centrex
• Resale ISDN	Retail ISDN
• LNP (Standalone)	Retail Residence and Business (POTS)
• INP (Standalone)	Retail Residence and Business (POTS)
• 2W Analog Loop Design	Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• 2W Analog Loop with LNP - Design	Retail Residence and Business Dispatch
• 2W Analog Loop with LNP- Non-Design	Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop with INP-Design	Retail Residence and Business Dispatch
• 2W Analog Loop with INP-Non-Design	Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	Retail Residence and Business
- Dispatch In	- Dispatch In
- Switch Based	- Switch Based
• UNE Switch Ports	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail

- UNE ISDN (Includes UDC) ..... Retail ISDN - BRI
- UNE Line Sharing ..... ADSL Provided to Retail
- Local Transport (Unbundled Interoffice Transport) ..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks ..... Parity with Retail
- UNE Line Splitting ..... ADSL to Retail
- UNE Other Design ..... Retail Design
- UNE Other Non-Design ..... Retail Residence and Business
- EELs ..... Retail DS1/DS3

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

P-6: % Completions/Attempts without Notice or < 24 hours Notice

Definition

The purpose of this measure is to report if BellSouth is returning a FOC to the CLEC in time for the CLEC to notify their customer of the scheduled date.

Exclusions

- Canceled Orders
- Expedited Orders
- "0" dated orders or any request where the subscriber requested an earlier due date of < 24 hours prior to the original commitment date, or any LSR received < 24 hours prior to the original commitment date.

Business Rules

For CLEC Results:

Calculation would exclude any successful or unsuccessful service delivery where the CLEC was informed at least 24 hours in advance. BellSouth may also exclude from calculation any LSRs received from the requesting CLEC with less than 24 hour notice prior to the commitment date.

Calculation

Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice = (a / b) X 100

- a = Completion Dispatches (Successful and Unsuccessful) With No FOC or FOC Received < 24 Hours of Original Committed Due Date
- b = All Completions

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch /Non-Dispatch
- Total Orders FOC < 24 Hours
- Total Completed Service Orders
- % FOC < 24 Hours
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Committed Due Date (DD)
- FOC End Timestamp
- Report Month
- CLEC Order Number and PON

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	<= 5%
• Resale Business	
• Resale Design	
• Resale PBX	
• Resale Centrex	
• Resale ISDN	
• LNP (Standalone)	
• INP (Standalone)	
• 2W Analog Loop Design	
• 2W Analog Loop Non-Design	
• 2W Analog Loop Design with LNP	
• 2W Analog Loop Non-Design with LNP	
• 2W Analog Loop Design with INP	
• 2W Analog Loop Non-Design with INP	
• UNE Digital Loop < DS1	
• UNE Digital Loop >= DS1	
• UNE Loop + Port Combinations	
- Dispatch In	
- Switch Based	
• UNE Switch Ports	
• UNE Combo Other	
• UNE xDSL (HDSL, ADSL and UCL)	
• UNE ISDN (Includes UDC)	
• UNE Line Sharing	
• UNE Line Splitting	
• Local Transport (Unbundled Interoffice Transport)	
• Local Interconnection Trunks	
• EELS	

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

P-6: % Completions/Attempts without Notice or < 24 hours Notice

P-7: Coordinated Customer Conversions Interval

Definition

This report measures the average time it takes BellSouth to disconnect an unbundled loop from the BellSouth switch and cross connect it to CLEC equipment. This measurement applies to service orders with INP and LNP, and where the CLEC has requested BellSouth to provide a coordinated cutover.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays due to CLEC following disconnection of the unbundled loop
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested.

Business Rules

Where the service order includes LNP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. When the service order includes INP, the interval includes the total time for the cutover including the translation time to place the link back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per-item interval for each service order.

Calculation

Coordinated Customer Conversions Interval = (a - b)

- a = Completion Date and Time for Cross Connection of a Coordinated Unbundled Loop
- b = Disconnection Date and Time of an Coordinated Unbundled Loop

Percent Coordinated Customer Conversions (for each interval) = (c / d) X 100

- c = Total number of Coordinated Customer Conversions for each interval
- d = Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- The interval breakout is 0-5 = 0-<=5, 5-15 = >5-<=15, >=15 = 15 and greater, plus Overall Average Interval
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number
- Committed Due Date (DD)
- Service Type (CLASS_SVC_DESC)
- Cutover Start Time
- Cutover Completion time
- Portability Start and Completion Times (INP orders)
- Total Conversions (Items)

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Unbundled Loops with INP	95% <= 15 minutes
• Unbundled Loops with LNP	95% <= 15 minutes

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Unbundled Loops With INP	95% <= 15 minutes
• Unbundled Loops With LNP	95% <= 15 minutes

P-7A: Coordinated Customer Conversions – Hot Cut Timeliness % within Interval and Average Interval

Definition

This category measures whether BellSouth begins the cutover of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. It measures the percentage of orders where the cut begins within 15 minutes of the requested start time of the order and the average interval.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays caused by the CLEC
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested.
- All unbundled loops on multiple loop orders after the first loop
- Test Orders

Business Rules

This report measures whether BellSouth begins the cutover of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time Using the scheduled time and the actual cutover start time, the measurement will calculate the percent within interval and the average interval. If a cut involves multiple lines, the cut will be considered "on time" if the first line is cut within the interval. <= 15 minutes includes intervals that began 15:00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time; >15 minutes, <= 30 minutes includes cuts within 15:00 – 30:00 minutes either prior to or after the scheduled cut time, >30 minutes includes cuts greater than 30:00 minutes either prior to or after the scheduled cut time. If IDLC is involved, a four hour window applies to the start time. (8 A.M. to Noon or 1 P.M. to 5 P.M.) This only applies if BellSouth notifies the CLEC by 10:30 A M. on the day before the due date that the service is on IDLC.

Calculation

% within Interval = (a / b) X 100

- a = Total Number of Coordinated Unbundled Loop Orders for the interval
- b = Total Number of Coordinated Unbundled Loop Orders for the reporting period

Interval = (c - d)

- c = Scheduled Time for Cross Connection of a Coordinated Unbundled Loop Order
- d = Actual Start Date and Time of a Coordinated Unbundled Loop Order

Average Interval = (e / f)

- Sum of all Intervals
- Total Number of Coordinated Unbundled Loop Orders for the reporting period.

Report Structure

- CLEC Specific
- CLEC Aggregate
  Reported in intervals of early, on time and late cuts % <= 15 minutes; % >15 minutes, <= 30 minutes; % >30 minutes, plus Overall Average Interval
- Geographic Scope
  - State
  - Region
- Percentages are reported in intervals of early, on time and late cuts for IDLC and non-IDLC cuts

  On Time (Non-IDLC)
  <= 15 minutes
  Note: This is a 30-minute bucket representing a cut that begins 15 minutes or less before or after the scheduled start time.

  Early (Non-IDLC)
  >15 minutes - <= 30 minutes
  >30 minutes - <= 60 minutes
  >60 minutes - <= 120 minutes
  >120 minutes - <= 180 minutes
  >180 minutes - <= 240 minutes
  <= 240 minutes

  Late (Non-IDLC)
  >15 minutes - <= 30 minutes
  >30 minutes - <= 60 minutes
  >60 minutes - <= 120 minutes
  >120 minutes - <= 180 minutes
  >180 minutes - <= 240 minutes
  >240 minutes
  Overall Average Interval for non-IDLC

  On Time (IDLC)
  <= 2 hours
  Note: This is a 4-hour bucket representing a cut involving IDLC that begins 2 hours or less before or after the scheduled start time

  Early (IDLC)
  >2 hours

  Late (IDLC)
  >2 hours
  Overall Average Interval for IDLC

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number (so_nbr)
- Committed Due Date (DD)
- Service Type (CLASS_SVC_DESC)
- Cutover Scheduled Start Time
- Cutover Actual Start Time
- Total Conversions Orders

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Product Reporting Level	95% within + or – 15 Minutes of Scheduled Start Time
- SL1 Time Specific	
- SL1 Non-Time Specific	
- SL2 Time Specific	
- SL2 Non-Time Specific	
- SL1 IDLC	95% within 4-Hour Window
- SL2 IDLC	

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
- SL1 Time Specific	95% within + or – 15 Minutes of Scheduled Start Time
- SL1 IDLC	
- SL1 Non-Time Specific	
- SL2 Time Specific	
- SL2 Non-Time Specific	95% within 4-Hour Window
- SL2 IDLC	

P-7B: Coordinated Customer Conversions – Average Recovery Time

Definition

Measures the time between notification and resolution by BellSouth of a service outage found that can be isolated to the BellSouth side of the network. The time between notification and resolution by BellSouth must be measured to ensure that CLEC customers do not experience unjustifiable lengthy service outages during a Coordinated Customer Conversion. This report measures outages associated with Coordinated Customer Conversions prior to service order completion.

Exclusions

- Cutovers where service outages are due to CLEC caused reasons when the CLEC agrees
- Cutovers where service outages are due to end-user caused reasons when the CLEC agrees
- Test Orders

Business Rules

Measures the outage duration time related to Coordinated Customer Conversions from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The duration time is defined as the time from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The interval is calculated on the total outage time for the circuits divided by the total number of outages restored during the report period to give the average outage duration.

Calculation

Recovery Time = (a - b)

- a = Date and Time That Trouble is Closed by CLEC
- b = Date and Time Initial Trouble is Opened with BellSouth

Average Recovery Time = (c / d)

- c = Sum of all the Recovery Times per circuit
- d = Number of Troubles per circuit Referred to BellSouth

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name
- CLEC Order Number (so_nbr)
- Committed Due Date (DD)
- Service Type (CLASS_SVC_DESC)
- CLEC Acceptance Conflict (CLEC_CONFLICT)
- CLEC Conflict Resolved (CLEC_CON_RES)
- CLEC Conflict MFC (CLEC_CONFLICT_MFC)

- Total Conversion Orders

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- None

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Unbundled Loops with INP	<= 5 Hours
• Unbundled Loops with LNP	<= 5 Hours

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

P-7C: Hot Cut Conversions - % Provisioning Troubles Received within 7 Days of a Completed Service Order

Definition

The Percent Provisioning Troubles received within 7 days of a completed service order associated with a Hot Cut Conversion (CCC) measures the quality and accuracy of Coordinated Customer Conversion Activities

Exclusions

- Any order cancelled by the CLEC
- Troubles caused by Customer Provided Equipment
- Test Orders

Business Rules

Measures the quality and accuracy of completed service orders associated with Coordinated and Non-coordinated Customer Conversions. The first trouble report received on a circuit ID within 7 days following a service order completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate Reports are calculated searching in the prior report period for completed Coordinated Customer Conversion service orders and following 7 days after the completion of the service order for a trouble report issue date.

Calculation

% Provisioning Troubles within 7 days of service order completion = (a / b) X 100

- a = The sum of all CCC Circuits with a trouble within 7 days following service order(s) completion
- b = The total number of CCC service order circuits completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch/Non-Dispatch
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number (so_nbr)
- PON
- Order Submission Date (TICKET_ID)
- Order Submission Time (TICKET_ID)
- Status Type
- Status Notice Date
- Standard Order Activity
- Geographic Scope
- Total Conversion Circuits

Note: Code in parentheses is the corresponding header found in the raw data file

Relating to BellSouth Performance

- No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• UNE Loop Design	<= 3%
• UNE Loop Non-Design	<= 3%

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Loop Design	<= 3%
• UNE Loop Non-Design	<= 3%

P-7C: Hot Cut Conversions - % Provisioning Trouble Received within 7 Days of a Completed Service Order

P-8: Cooperative Acceptance Testing - % of xDSL Loops Successfully Passing Cooperative Testing

Definition

A loop will be considered successfully cooperatively tested when both the CLEC and BellSouth representatives agree that the loop meets the technical specifications set forth in TR 73600

Exclusions

- Testing failures due to CLEC (incorrect contact number, CLEC not ready, etc.)
- xDSL lines with no request for cooperative testing
- Test Orders

Business Rules

When a BellSouth technician finishes delivering an order for an xDSL loop where the CLEC order calls for cooperative testing at the customer's premise, the BellSouth technician is to call a toll free number to the CLEC testing center. The BellSouth technician and the CLEC representative at the center then test the line. As an example of the type of testing performed, the testing center may ask the technician to put a short on the line so that the center can run a test to see if it can identify the short CLEC caused failures will be captured in the raw data files.

Calculation

Cooperative Acceptance Testing - % of xDSL Loops Successfully Tested = (a / b) X 100

- a = Total number of successful xDSL cooperative tests for xDSL lines where cooperative testing was requested in the reporting period
- b = Total Number of xDSL line tests requested by the CLEC and scheduled in the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Type of Loop Tested
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name (OCN)
- CLEC Order Number (so_nbr) and PON (PON)
- Committed Due Date (DD)
- Service Type (CLASS_SVC_DESC)
- Acceptance Testing Completed (ACCEPT_TESTING)
- Acceptance Testing Declined (ACCEPT_TESTING)
- Total xDSL Orders
- Missed Appointments Code (SO_MISSED_CMMT_CD)

Note: Code in parentheses is the corresponding header found in the raw data file

Relating to BellSouth Performance

- No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• UNE xDSL	95% of Lines Successfully Tested
- ADSL	
- HDSL	
- UCL	
- OTHER	

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE xDSL	95% of Lines Successfully Tested
- ADSL	
- HDSL	
- UCL	
- Other	

P-9: % Provisioning Troubles within 30 Days of Service Order Completion

Definition

Percent Provisioning Troubles within 30 days of Service Order Completion measures the quality and accuracy of Service order activities.

Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) Test order types may be C, N, R, or T.
- D & F orders
- Trouble reports caused and closed out to Customer Provided Equipment (CPE)

Business Rules

Measures the quality and accuracy of completed orders. The first trouble report received after service order completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion of the service order for a trouble report issue date.

D & F orders are excluded as there is no subsequent activity following a disconnect.

Note: Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

% Provisioning Troubles within 30 days of Service Order Activity = (a / b) X 100

- a = Trouble reports on all completed orders within 30 days following service order(s) completion
- b = All Service Orders completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits (except trunks)
- Dispatch /Non-Dispatch (except trunks)
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON
- Order Submission Date (TICKET_ID)
- Order Submission Time (TICKET_ID)
- Status Type
- Status Notice Date

- Standard Order Activity
- Geographic Scope

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number
- Order Submission Date
- Order Submission Time
- Status Type
- Status Notice Date
- Standard Order Activity
- Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex	Retail Centrex
• Resale ISDN	Retail ISDN
• LNP (Standalone)	Retail Residence and Business (POTS)
• INP (Standalone)	Retail Residence and Business (POTS)
• 2W Analog Loop Design	Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop with LNP Design	Retail Residence and Business Dispatch
• 2W Analog Loop with LNP Non-Design	Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop with INP Design	Retail Residence and Business Dispatch
• 2W Analog Loop with INP Non-Design	Retail Residence and Business (POTS - Excluding Switch-Based Orders)
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
• UNE xDSL (HDSL, ADSL and UCL)	ADSL provided to Retail
• UNE ISDN (Includes UDC)	Retail ISDN BRI
• UNE Line Sharing	ADSL Provided to Retail
• UNE Loop + Port Combinations	Retail Residence and Business
- Dispatch In	- Dispatch In
- Switch-Based	- Switch Based
• UNE Switch Ports	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In)
• Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice
• UNE Other Non-Design	Retail Residence and Business
• UNE Other Design	Retail Design
• Local Interconnection Trunks	Parity with Retail
• UNE Line Splitting	ADSL to Retail
• EELs	Retail DS1/DS3

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex	Retail Centrex
• Resale ISDN	Retail ISDN
• LNP (Standalone)	Retail Residence and Business (POTS)
• INP (Standalone)	Retail Residence and Business (POTS)
• 2W Analog Loop Design	Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop with LNP Design	Retail Residence and Business Dispatch
• 2W Analog Loop with LNP Non-Design	Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop with INP Design	Retail Residence and Business Dispatch
• 2W Analog Loop with INP Non-Design	Retail Residence and Business (POTS - Excluding Switch-Based Orders)
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	Retail Residence and Business
- Dispatch In	- Dispatch In
- Switch-Based	- Switch-Based
• UNE Switch Ports	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL)	ADSL provided to Retail
• UNE ISDN (Includes UDC)	Retail ISDN BRI
• UNE Line Sharing	ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	Parity with Retail
• UNE Line Splitting	ADSL Provided to Retail
• UNE Other Non-Design	Retail Residence and Business
• UNE Other Design	Retail Design
• EELs	Retail DS1/DS3

P-10: Total Service Order Cycle Time (TSOCT) (Deleted)

P-11: Service Order Accuracy

Definition

The "service order accuracy" measurement measures the accuracy and completeness of BellSouth service orders by comparing what was ordered and what was completed.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc)
- D & F orders

Business Rules

A statistically valid sample of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BellSouth. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order. For both small and large sample sizes, when a Service Request cannot be matched with a corresponding Service Order, it will not be counted. For small sample sizes an effort will be made to replace the service request.

Service Order Accuracy Sampling Process: A list of all orders completed in the report month is generated. The orders are then listed by the disaggregations specified in the SQM. For each disaggregation, the quantity of completed orders and the error rate for each disaggregation from the previous month are entered into a "Stratified Random Sampling for Proportions" formula This formula determines the number of orders that are to be reviewed for each disaggregation. Once the sample size for each disaggregation is determined, the specified quantity of orders for each disaggregation are pulled for review.

Calculation

Percent Service Order Accuracy = (a / b) X 100

- a = Orders Completed without Error
- b = Orders Completed in Reporting Period

Report Structure

- CLEC Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON
- Local Service Request (LSR)
- Order Submission Date
- Committed Due Date
- Service Type
- Standard Order Activity

Relating to BellSouth Performance

- No BellSouth Analog Exist

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	95% Accurate
• Resale Business	
• Resale Design (Specials)	
• UNE Specials (Design)	
• UNE (Non-Design)	
• Local Interconnection Trunks	

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale	95%
• UNE	95%
• UNE-P	95%

Note: This measure to be replaced when P-11A is implemented.

Note: This measure becomes effective with September 2003 service orders. The Service Order Accuracy measure as defined in the previous SQM will be effective prior to that time.

P-11A: Service Order Accuracy

Definition

The Service Order Accuracy measurement measures the accuracy and completeness of CLEC requests for service by comparing the CLEC Local Service Request (LSR) to the completed service order after provisioning has been completed. Only electronically submitted LSRs that require manual handling by a BellSouth service representative in the LCSC are measured.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, orders using test OCNs, which may be coded C, N, R or T etc.)
- Disconnect Orders
- CLEC LSRs submitted manually (FAX or Courier)
- CLEC LSRs submitted electronically that are not manually handled by BellSouth (Flow Through)

Business Rules

Only CLEC LSRs submitted electronically that fall out of the electronic system for manual processing (partially mechanized) by a BellSouth representative and the resulting service orders are selected for this measure. The CLEC requested services on the LSR are compared to the completed service order using the CLEC-Affecting Service Attributes shown below.

Selected CLEC-Affecting Service Attributes

The BellSouth Local Service Request (LSR) fields identified below will be used, as applicable, for this Service Order Accuracy review process.

BellSouth LSR Fields

The fields listed below would only be captured as a miss when they are service affecting. For the purpose of the Service Order Accuracy measure, if any of the fields listed below are populated on the LSR and do not match the corresponding field on the Service Order, but this mismatch does not affect the correct provisioning of the Service Order, the field is not considered to be service affecting and therefore will not be included as a miss in this measure. An example would be LCSC/System workarounds, which will be identified in a document posted on the Interconnection website. CLECs may discuss any of the posted LCSC/System Workarounds during the regular PMAP notification calls.

- Company Code
- PON
- Billed Telephone Number
- Telephone Number
- Ported Telephone Number
- Circuit ID
- PIC
- LPIC
- Directory Listing
  - Directory Delivery Address
  - Listing Activity
  - Alphanumeric Listing Identifier Code
  - Record Type

  - Listing Type
  - Listed Telephone Number
  - Listed Name, Last Name
  - Listed Name, First Name
  - Address Indicator
  - Listed Address House Number
  - Listed Address House Number Suffix
  - Listed Address Street Directional
  - Listed Address Street Name
  - Listed Address Thoroughfare
  - Listed Address Street Suffix
  - Listed Address Locality
  - Yellow Pages Heading
- Features
  - Feature Activity
  - Feature Codes
  - Feature Detail*
- Hunting
  - Hunt Group Activity
  - Hunt Group Identifier
  - Telephone Number Identifier
  - Hunt Type Code
  - Hunt Line Activity
  - Hunting Sequence
  - Number Type
  - Hunting Telephone Number
- E911 Listing
  - Service Address House Number
  - Service Address House Number Suffix
  - Service Address Street Directional
  - Service Address Street Name
  - Service Address Thoroughfare
  - Service Address Street Suffix
  - Service Address Descriptive Location
- EATN
- ATN
- APOT
- CFA
- NC
- NCI

* Feature Detail will only be checked for the following USOCs: GCE, GCJ, CREX4, GCJRC, GCZ, DRS, VMSAX, S98VM, S98AF, SMBBX, MBBRX. USOCs and FIDs for Feature Detail will be posted on the Interconnection Website. Any changes to the USOCs and FIDs required to continue checking the identical service will be updated on this Website.

Calculation

Percent Service Order Accuracy = (a / b) X 100

- a = Applicable Orders Completed without Error
- b = Applicable Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number (PON)
- Local Service Request (LSR) Number
- BellSouth Service Order Number
- BellSouth Service Order Completion Date
- Service Type (Resale, UNE, UNE-P)
- Standard Order Activity

Relating to BellSouth Performance

- No BellSouth Analog Exists

SQM Disaggregation – Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale	95% Accurate
• UNE	95% Accurate
• UNE-P	95% Accurate

SEEM Measure

SEEM	Tier I	Tier II	Tier III
Yes	X	X	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale	95% Accurate
• UNE	95% Accurate
• UNE-P	95% Accurate

P-12: LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution

(Deleted)

P-13B: LNP - Percent Out of Service < 60 Minutes

Definition

The Number of LNP related conversions where the time required to facilitate the activation of the port in BellSouth's network is less than 60 minutes, expressed as a percentage of total number of activations that took place.

Exclusions

- CLEC-caused errors
- NPAC caused errors unless caused by BellSouth
- Standalone LNP orders with more than 500 number activations

Business Rules

The Start time is the Receipt of the NPAC broadcast activation message in BellSouth's LSMS. The End time is when the Provisioning event is successfully completed in BellSouth's network as reflected in BellSouth's LSMS. Count the number of activations that took place in less than 60 minutes.

Calculation

Percent Out of Service < 60 Minutes = (a / b) X 100

- a = Number of activations provisioned in less than 60 minutes
- b = Total LNP activations

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Order Number
- Telephone Number/Circuit Number
- Committed Due Date
- Date/Time of Recent Change Notice

Relating to BellSouth Performance

- SOCS Completion Date and Time Stamp
- CLEC Activate Message

SQM Disaggregation – Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP	>= 96.5%

SEEM Measure

SEEM	Tier I	Tier II	Tier III
Yes	X	X	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• LNP	>= 96 5%

P-13B: LNP – Percent Out of Service < 60 Minutes

P-13C: LNP – Percentage of Time BellSouth Applies the 10-Digit Trigger Prior to the LNP Order Due Date

Definition

Percentage of time BellSouth applies 10-digit trigger for LNP TNs prior to the due date.

Exclusions

Excludes CLEC or Customer caused misses or delays

Business Rules

Obtain number of LNP TNs where the 10-digit trigger was applicable prior to due date, and the total number of LNP TNs where the 10-digit trigger was applicable.

Calculation

Percentage of 10-Digit Applications = (a / b) X 100

- a = Count of LNP TNs for which 10-digit trigger was applied prior to due date
- b = Total LNP TNs for which 10-digit triggers were applicable

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Order Number
- Telephone Number/Circuit Number
- Committed Due Date
- Date/Time of Recent Change Notice

Relating to BellSouth Performance

- SOCS Completion Date and Time Stamp
- CLEC Activate Message

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP (Standalone)	Benchmark: 95%

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation	SEEM Analog/Benchmark
• LNP (Standalone)	Benchmark: 95%

P-13C: LNP – Percentage of Time BellSouth Applies the 10-Digit Trigger Prior to the LNP Order Due Date

P-13D: LNP - Average Disconnect Timeliness Interval (Non-Trigger)

Definition

Disconnect Timeliness is defined as the interval between the time ESI Number Manager receives the valid 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time the Disconnect is completed in the Central Office switch. This interval effectively measures BellSouth responsiveness by isolating it from impacts that are caused by CLEC related activities.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable. Order types may be C, N, R, or T.
- CLEC-caused errors
- NPAC-caused errors, unless caused by BellSouth
- Incomplete Ports where only a subset of activate messages have been received compared with the LSR and create messages.
- Orders which are candidates for 10 digit triggers, except those that did not receive 10 digit triggers prior to the port out date.
- LSRs where the CLEC did not contact BST within 30 minutes after Activate Message.

Business Rules

The Disconnect Timeliness interval is determined for each telephone number ported associated with a disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BellSouth receives a valid 'Number Ported' message in ESI Number Manager (signifying the CLEC 'Activate') for each telephone number ported until each number on the service order is disconnected in the Central Office switch. Elapsed time for each ported number is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected telephone numbers disconnected in the reporting period. Non-Business hours will be excluded from the duration calculation for unscheduled after hours LNP ports. This will yield a benchmark equivalent to by 12:00 noon the next business day thus, keeping the benchmark at 4 hours.

Calculation

Disconnect Timeliness Interval = (a - b)

- a = Completion Date and Time in Central Office switch for each number on disconnect order
- b = Valid 'Number Ported' message received date and time

Average Disconnect Timeliness Interval = (c / d)

- c = Sum of all Disconnect Timeliness Intervals
- d = Total Number of disconnected numbers completed in reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Order Number
- Telephone Number/Circuit Number
- Committed Due Date
- Receipt Date/Time (ESI Number Manager)
- Date/Time of Recent Change Notice

Relating to BellSouth Performance

- SOCS Completion Date and Time Stamp
- CLEC Activate Message

SQM Disaggregation – Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP (Normal Working Hours and Approved After Hours).....	95% < = 4 Hours
• LNP (Unscheduled After Hours Ports)	95% <= 4 Hours (excluding non-business hours)

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

- LNP (Normal Working Hours and Approved After Hours)..... . 95% < = 4 Hours
- LNP (Unscheduled After Hours Ports).. . . .. 95% <= 4 Hours (excluding non-business hours)

Section 4: Maintenance & Repair

M&R-1: Missed Repair Appointments

Definition

The percent of customer trouble reports not cleared by the committed date and time

Exclusions

- Trouble tickets canceled at the CLEC request
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

The negotiated commitment date and time is established when the repair report is received The cleared time is the date and time that BellSouth personnel clear the trouble and closes the trouble report in his/her Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BellSouth and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BellSouth reasons. (No access reports are not part of this measure because they are not a missed appointment.)

> **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. Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

Percentage of Missed Repair Appointments = (a / b) X 100

- a = Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time
- b = Total Customer Trouble reports closed in Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name
- Submission Date and Time (TICKET_ID)
- Completion Date (CMPLTN_DT)
- Service Type (CLASS_SVC_DESC)
- Disposition and Cause (CAUSE_CD & CAUSE_DESC)

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Company Code
- Submission Date and Time
- Completion Date
- Service Type
- Disposition and Cause (Non-Design /Non-Special Only)
- Trouble Code (Design and Trunking Services)

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex	Retail Centrex
• Resale ISDN	Retail ISDN
• 2W Analog Loop Design	Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	Retail Residence & Business (POTS) (Exclusion of Switch-based feature troubles)
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	Retail Residence and Business
• UNE Switch ports	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail
• UNE ISDN	Retail ISDN – BRI
• UNE Line Sharing	ADSL provided to Retail
• UNE Other Design	Retail Design
• UNE Other Non-Design	Retail Residence and Business
• Local Interconnection Trunks	Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex	Retail Centrex
• Resale ISDN	Retail ISDN
• 2W Analog Loop Design	Retail Residence and Business Dispatch
• 2W Analog Loop Non – Design	Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	Retail Residence & Business
• UNE Switch ports	Retail Residence & Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	ADSL provided to Retail
• UNE ISDN	Retail ISDN – BRI
• UNE Line Sharing	ADSL Provided to Retail
• UNE Other Design	Retail Design
• UNE Other Non-Design	Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	Parity with Retail

M&R-2: Customer Trouble Report Rate

Definition

Initial and repeated customer direct or referred customer troubles reported within a calendar month per 100 lines/circuits in service.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination that exist for the CLECs and BellSouth respectively at the end of the report month.

Calculation

Customer Trouble Report Rate = (a / b) X 100

- a = Count of Initial and Repeated Customer Trouble Reports closed in the Current Period
- b = Number of Service Access Lines in service at End of the Report Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch/Non-Dispatch
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name
- Ticket Submission Date and Time (TICKET_ID)
- Ticket Completion Date (CMPLTN_DT)
- Service Type (CLASS_SVC_DESC)
- Disposition and Cause (CAUSE_CD & CAUSE_DESC)
- # Service Access Lines in Service at the end of period

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Company Code
- Ticket Submission Date and Time
- Ticket Completion Date
- Service Type
- Disposition and Cause (Non-Design /Non-Special Only)
- Trouble Code (Design and Trunking Services)
- # Service Access Lines in Service at the end of period

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Resale Residence	Retail Residence
Resale Business	Retail Business
Resale Design	Retail Design
Resale PBX	Retail PBX
Resale Centrex	Retail Centrex
Resale ISDN	Retail ISDN
2W Analog Loop Design	Retail Residence and Business Dispatch
2W Analog Loop Non – Design	Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
UNE Digital Loop < DS1	Retail Digital Loop < DS1
UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
UNE Loop + Port Combinations	Retail Residence and Business
UNE Switch Ports	Retail Residence and Business (POTS)
UNE Combo Other	Retail Residence, Business and Design Dispatch
UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail
UNE ISDN	Retail ISDN – BRI
UNE Line Sharing	ADSL Provided to Retail
UNE Other Design	Retail Design
UNE Other Non-Design	Retail Residence and Business
Local Interconnection Trunks	Parity with Retail
Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
Resale Residence	Retail Residence
Resale Business	Retail Business
Resale Design	Retail Design
Resale PBX	Retail PBX
Resale Centrex	Retail Centrex
Resale ISDN	Retail ISDN
2W Analog Loop Design	Retail Residence and Business Dispatch
2W Analog Loop Non – Design	Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
UNE Digital Loop < DS1	Retail Digital Loop < DS1
UNE Digital Loop > DS1	Retail Digital Loop >= DS1
UNE Loop + Port Combinations	Retail Residence and Business
UNE Switch Ports	Retail Residence and Business (POTS)
UNE Combo Other	Retail Residence, Business and Design Dispatch

- UNE xDSL (HDSL, ADSL and UCL) ..... ADSL Provided to Retail
- UNE ISDN ..... Retail ISDN – BRI
- UNE Line Sharing ..... ADSL Provided to Retail
- UNE Other Design ..... Retail Design
- UNE Other Non-Design ..... Retail Residence and Business
- Local Transport (Unbundled Interoffice Transport) ..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks ..... Parity with Retail

M&R-3: Maintenance Average Duration

Definition

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

For Average Duration the clock starts on the date and time of the receipt of the correct report information, i.e. correct telephone number, correct circuit identification, trouble description, etc. for the repair request. The clock stops on the date and time the service is restored and the BellSouth or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).

Calculation

Maintenance Duration = (a - b)

- a = Date and Time of Service Restoration
- b = Date and Time Customer Trouble Ticket was Opened

Average Maintenance Duration = (c / d)

- c = Total of all maintenance durations in the reporting period
- d = Total Closed Customer Troubles in the reporting period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Tickets (LINE_NBR)
- CLEC Company Name
- Ticket Submission Date and Time (TICKET_ID)
- Ticket Completion Date (CMPLTN_DT)
- Service Type (CLASS_SVC_DESC)
- Disposition and Cause (CAUSE_CD & CAUSE_DESC)

Note. Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- Total Tickets
- BellSouth Company Code
- Ticket Submission Date
- Ticket Submission Time
- Ticket Completion Date
- Ticket Completion Time
- Total Duration Time
- Service Type
- Disposition and Cause (Non-Design/Non-Special Only)
- Trouble Code (Design and Trunking Services)

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Resale Residence	Retail Residence
Resale Business	Retail Business
Resale Design	Retail Design
Resale PBX	Retail PBX
Resale Centrex	Retail Centrex
Resale ISDN	Retail ISDN
2W Analog Loop Design	Retail Residence and Business Dispatch
2W Analog Loop Non – Design	Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
UNE Digital Loop < DS1	Retail Digital Loop < DS1
UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
UNE Loop + Port Combinations	Retail Residence and Business
UNE Switch ports	Retail Residence and Business (POTS)
UNE Combo Other	Retail Residence, Business & Design Dispatch
UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail
UNE ISDN	Retail ISDN – BRI
UNE Line Sharing	ADSL Provided to Retail
UNE Other Design	Retail Design
UNE Other Non-Design	Retail Residence and Business
Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice
Local Interconnection Trunks	Parity with Retail

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
Resale Residence	Retail Residence
Resale Business	Retail Business
Resale Design	Retail Design
Resale PBX	Retail PBX
Resale Centrex	Retail Centrex
Resale ISDN	Retail ISDN
2W Analog Loop Design	Retail Residence and Business Dispatch
2W Analog Loop Non – Design	Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
UNE Digital Loop < DS1	Retail Digital Loop < DS1

- UNE Digital Loop >= DS1 ..... Retail Digital Loop >= DS1
- UNE Loop + Port Combinations ..... Retail Residence and Business
- UNE Switch ports ..... Retail Residence and Business (POTS)
- UNE Combo Other ..... Retail Residence, Business and Design Dispatch
- UNE xDSL (HDSL, ADSL and UCL) ..... ADSL Provided to Retail
- UNE ISDN ..... Retail ISDN – BRI
- UNE Line Sharing ..... ADSL Provided to Retail
- UNE Other Design ..... Retail Design
- UNE Other Non-Design ..... Retail Residence and Business
- Local Transport (Unbundled Interoffice Transport) ..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks ..... Parity with Retail

M&R-4: Percent Repeat Troubles within 30 Days

Definition

Percent Customer Repeat Troubles within 30 Days measures the percent of customer troubles, during the current reporting period, that had at least one prior trouble ticket on the same line/circuit, anytime in the proceeding 30 calendar days from the receipt of the current trouble report.

Exclusions

- Trouble tickets canceled at the CLEC request
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

This measure includes Customer trouble reports on the same line/circuit, received within 30 days of an original Customer trouble report, using the 'cleared date' of the first trouble and the 'received date' of the next trouble.

Calculation

Percent Repeat Customer Troubles within 30 Days = (a / b) X 100

- a = Count of Customer Troubles using the 'received date' where more than one trouble report was logged for the same service line/circuit, within a continuous 30 days
- b = Count of Total Customer Trouble Reports using the 'cleared date', in the Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Tickets (LINE_NBR)
- CLEC Company Name
- Ticket Submission Date and Time (TICKET_ID)
- Ticket Completion Date (CMPLTN_DT)
- Total and Percent Repeat Customer Trouble Reports within 30 Days (TOT_REPEAT)
- Service Type
- Disposition and Cause (CAUSE_CD & CAUSE_DESC)

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month

- Total Tickets
- BellSouth Company Code
- Ticket Submission Date
- Ticket Submission Time
- Ticket Completion Date
- Ticket Completion Time
- Total and Percent Repeat Customer Trouble Reports within 30 Days
- Service Type
- Disposition and Cause (Non-Design /Non-Special Only)
- Trouble Code (Design and Trunking Services)

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex	Retail Centrex
• Resale ISDN	Retail ISDN
• 2W Analog Loop Design	Retail Residence and Business Dispatch
• 2W Analog Loop Non – Design	Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	Retail Residence and Business
• UNE Switch ports	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail
• UNE ISDN	Retail ISDN – BRI
• UNE Line Sharing	ADSL Provided to Retail
• UNE Other Design	Retail Design
• UNE Other Non-Design	Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	Parity with Retail

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex	Retail Centrex
• Resale ISDN	Retail ISDN
• 2W Analog Loop Design	Retail Residence and Business Dispatch
• 2W Analog Loop Non – Design	Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	Retail Residence and Business
• UNE Switch ports	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch

- UNE xDSL (HDSL, ADSL and UCL) . .. . ADSL Provided to Retail
- UNE ISDN ..... Retail ISDN – BRI
- UNE Line Sharing .... ADSL Provided to Retail
- UNE Other Design..... . ... Retail Design
- UNE Other Non-Design ..... Retail Residence and Business
- Local Transport (Unbundled Interoffice Transport) .... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks ..... Parity with Retail

M&R-5: Out of Service (OOS) > 24 Hours

Definition

For Out of Service Customer Troubles (no dial tone, cannot be called or cannot call out) the percentage of Total OOS Customer Troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

Exclusions

- Trouble Reports canceled at the CLEC request
- BellSouth Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles

Business Rules

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the customer trouble report is created in LMOS/WFA and the customer trouble is counted if the elapsed time exceeds 24 hours.

Calculation

Out of Service (OOS) > 24 hours = (a / b) X 100

- a = Total Cleared Customer Troubles OOS > 24 Hours
- b = Total OOS Customer Troubles in Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- BellSouth Aggregate
- CLEC Aggregate
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Tickets
- CLEC Company Name
- Ticket Submission Date and Time (TICKET_ID)
- Ticket Completion Date (CMPLTN_DT
- Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG)
- Service type (CLASS_SVC_DESC)
- Disposition and Cause (CAUSE_CD & CAUSE-DESC)

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- Total Tickets
- BellSouth Company Code
- Ticket Submission Date
- Ticket Submission time
- Ticket Completion Date
- Ticket Completion Time
- Percent of Customer Troubles out of Service > 24 Hours
- Service Type
- Disposition and Cause (Non-Design/Non-Special only)
- Trouble Code (Design and Trunking Services)

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Resale Residence	Retail Residence
Resale Business	Retail Business
Resale Design	Retail Design
Resale PBX	Retail PBX
Resale Centrex	Retail Centrex
Resale ISDN	Retail ISDN
2W Analog Loop Design	Retail Residence and Business Dispatch
2W Analog Loop Non – Design	Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
UNE Digital Loop < DS1	Retail Digital Loop < DS1
UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
UNE Loop + Port Combinations	Retail Residence and Business
UNE Switch ports	Retail Residence and Business (POTS)
UNE Combo Other	Retail Residence, Business and Design Dispatch
UNE xDSL (HDSL, ADSL and UCL)	ADSL provided to Retail
UNE ISDN	Retail ISDN – BRI
UNE Line Sharing	ADSL Provided to Retail
UNE Other Design	Retail Design
UNE Other Non-Design	Retail Residence and Business
Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice
Local Interconnection Trunks	Parity with Retail

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
Resale Residence	Retail Residence
Resale Business	Retail Business
Resale Design	Retail Design
Resale PBX	Retail PBX
Resale Centrex	Retail Centrex
Resale ISDN	Retail ISDN
2W Analog Loop Design	Retail Residence and Business Dispatch
2W Analog Loop Non – Design	Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
UNE Digital Loop < DS1	Retail Digital Loop < DS1

- UNE Digital Loop >= DS1 ..... Retail Digital Loop >= DS1
- UNE Loop + Port Combinations ..... Retail Residence and Business
- UNE Switch Ports ..... Retail Residence and Business (POTS)
- UNE Combo Other ..... Retail Residence, Business and Design Dispatch
- UNE xDSL (HDSL, ADSL and UCL) ..... ADSL Provided to Retail
- UNE ISDN ..... Retail ISDN – BRI
- UNE Line Sharing ..... ADSL Provided to Retail
- UNE Other Design ..... Retail Design
- UNE Other Non-Design ..... Retail Residence and Business
- Local Transport (Unbundled Interoffice Transport) ..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks ..... Parity with Retail

M&R-6: Average Answer Time – Repair Centers

Definition

This report measures the average time a customer is in queue when calling a BellSouth Repair Center.

Exclusions

- Abandoned Calls

Business Rules

The clock starts when a CLEC Representative or BellSouth customer makes a choice on the Repair Center's menu and is put in queue for the next repair attendant. The clock stops when the repair attendant answers the call.

Note: The Total Column is a combined BellSouth Residence and Business number.

Calculation

Answer Time for BellSouth Repair Centers = (a - b)

- a = Time BellSouth Repair Attendant Answers Call
- b = Time of entry into queue after ACD Selection

Average Answer Time for BellSouth Repair Centers = (c / d)

- c = Sum of all Answer Times
- d = Total number of calls by reporting period

Report Structure

- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - Region

Data Retained

Relating to CLEC Experience

- CLEC Average Answer Time

Relating to BellSouth Performance

- BellSouth Average Answer Time

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- Region. CLEC/BellSouth Service Centers and BellSouth Repair Centers are regional.

SQM Analog/Benchmark

- For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BellSouth Repair Centers.

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

M&R-7: Mean Time To Notify CLEC of Network Outages

Definition

BellSouth will inform the CLEC and appropriate BellSouth personnel of any Network outages (customer impacting).

Exclusions

None

Business Rules

The time it takes for the Network Management Center (NMC) to notify the CLEC and appropriate BellSouth personnel of a customer impacting network incident in equipment that may be utilized by the CLEC. When BellSouth becomes aware of a network incident, the CLEC and appropriate BellSouth personnel will be notified electronically The notification time for each outage will be measured in minutes and divided by the number of outages for the reporting period. The CLECs will be notified the same way and at the same time as BellSouth personnel. These are broadcast messages. It is up to those receiving the message to determine if they have customers affected by the incident.

Calculation

Time to Notify = (a - b)

- a = Date and Time NMC Notified
- b = Date and Time NMC detected network incident

Mean Time to Notify = (c / d)

- c = Sum of all Times to Notify
- d = Count of all Network Incidents

Report Structure

- BellSouth Aggregate
- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Major Network Events
- Date/Time of Incident
- Date/Time of Notification

Relating to BellSouth Performance

- Report Month
- Major Network Events
- Date/Time of Incident
- Date/Time of Notification

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• BellSouth Aggregate	Parity with Retail
• CLEC Aggregate	Parity with Retail
• CLEC Specific	Parity with Retail

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

Section 5: Billing

B-1: Invoice Accuracy

Definition

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

Exclusions

- Adjustments not related to billing errors (e g., credits for service outage, special promotion credits, adjustments to satisfy the customer)
- Test Accounts

Business Rules

The accuracy of billing invoices delivered by BellSouth to the CLEC must enable them to provide a degree of billing accuracy comparative to BellSouth bills rendered to retail customers of BellSouth. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes. The CLEC-specific raw data file (which is available on the PMAP web site) will contain the number of bills and adjustments for the reporting month The number of bills and bill adjustments will be displayed by OCN and/or ACNA.

Calculation

Invoice Accuracy = [(a - b) / a] X 100

- a = Absolute Value of Total Billed Revenues during current month
- b = Absolute Value of Total Billing Related Adjustments during current month

Measure of Adjustments = [(c-d) / c] X 100

- c = Number of Bills in current month
- d = Number of Billing-related Adjustments in current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - State
  - Region
- Number of Adjustments

Data Retained

Relating to CLEC Experience

- Report Month
- Invoice Type
  - UNE
  - Resale
  - Interconnection

- Total Billed Revenue
- Total Billing Related Adjustments
- Number of Bills
- Number of Adjustments

Relating to BellSouth Performance

- Report Month
- Retail Type
  - CRIS
  - CABS
- Total Billed Revenue
- Total Billing Related Adjustments

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Product/Invoice Type	Parity with BellSouth Retail Aggregate
- Resale	
- UNE	
- Interconnection	

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale	Parity with Retail
• UNE	
• Interconnection	

B-2: Mean Time to Deliver Invoices

Definition

This report measures the mean interval for timeliness of billing invoices sent to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.

Exclusions

None

Business Rules

Bill Distribution is calculated as follows: CRIS BILLS-The number of workdays is reported for CRIS bills This is calculated by counting the Bill Period date as the first workday. Weekends and holidays are excluded when counting workdays. J/N Bills are counted in the CRIS work day category for the purposes of the measurement since their billing account number (Q account) is provided from the CRIS system

CABS BILLS-The number of calendar days is reported for CABS bills. This is calculated by counting the day following the Bill Period date as the first calendar day. Weekends and holidays are included when counting the calendar days.

Calculation

Invoice Timeliness = (a - b)

- a = Invoice Transmission Date
- b = Close Date of Scheduled Bill Cycle

Mean Time To Deliver Invoices = (c / d)

- c = Sum of all Invoice Timeliness intervals
- d = Count of Invoices Transmitted in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Invoice Type
  - UNE
  - Resale
  - Interconnection
  - State
- Invoice Transmission Count
- Date of Scheduled Bill Close

Relating to BellSouth Performance

- Report Month
- Invoice Type
  - CRIS
  - CABS
- Invoice Transmission Count
- Date of Scheduled Bill Close

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

Product/Invoice Type

- Resale
- UNE
- Interconnection
- State

SQM Analog/Benchmark

- CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BellSouth Average delivery for both systems.

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
CLEC State	Parity with Retail
- CRIS	
- CABS	
BST-State	

B-3: Usage Data Delivery Accuracy

Definition

This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.

Exclusions

None

Business Rules

The accuracy of the data delivery of usage records delivered by BellSouth to the CLEC must enable them to provide a degree of accuracy comparative to BellSouth bills rendered to their retail customers If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC

Calculation

Usage Data Delivery Accuracy (Packs) = (a - b) / a X 100 **(This calculation not ordered by the FPSC)**

- a = Total number of usage data packs sent during current month
- b = Total number of usage data packs requiring retransmission during current month

Usage Data Delivery Accuracy (Records) = (c - d) / c X 100

- c = Total number of usage records sent during current month
- d = Total number of usage records requiring retransmission during current month

Report Structure

- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Record Type
  - BellSouth Recorded
  - Non-BellSouth Recorded
- Number of Records
- Packs

Relating to BellSouth Performance

- Report Month
- Record Type
- Number of Records
- Packs

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	Parity With Retail

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC State (In Florida, SEEM is based on records)	Parity with Retail
• BellSouth Region	

B-4: Usage Data Delivery Completeness

Definition

This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BellSouth messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.

Calculation

Usage Data Delivery Completeness = (a / b) X 100

- a = Total number of Recorded usage records delivered during current month that are within thirty (30) days of the message recording date
- b = Total number of Recorded usage records delivered during the current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- Region

Data Retained

Relating to CLEC Experience

- Report Month
- Record Type
  - BellSouth Recorded
  - Non-BellSouth Recorded

Relating to BellSouth Performance

- None

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Region	>= 98% within 30 Calendar Days

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

B-5: Usage Data Delivery Timeliness

Definition

This measurement provides a percentage of recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report

Exclusions

None

Business Rules

The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BellSouth receives the records to the date BellSouth distributes to the CLEC. Method of delivery is at the option of the CLEC

Calculation

Usage Data Delivery Timeliness Current month = (a / b) X 100

- a = Total number of usage records sent within six (6) calendar days from initial recording/receipt
- b = Total number of usage records sent

Report Structure

- CLEC Aggregate
- CLEC Specific
- Region

Data Retained

Relating to CLEC Experience

- Report Month
- Record Type
  - BellSouth Recorded
  - Non-BellSouth Recorded

Relating to BellSouth Performance

- None

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	>= 95% Delivered within 6 Calendar Days

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

B-6: Mean Time to Deliver Usage

Definition

This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measure is to calculate the average number of days it takes BellSouth to deliver usage data to the appropriate CLEC. The calculation reflects the differences between the date the data is transmitted or mailed to the CLEC and the date the data is generated by Customer divided by the total record volume delivery.

Each delivery record is calculated as the time, in days, between when the customer generates the call and when BellSouth delivers the usage data to the CLEC. Each delivery record is categorized by the resulting number of days

An estimated interval is calculated for each category by taking the total number of usage data records delivered for that period and multiplying it by the total number of days in that period. The mean (average) time to deliver the usage data is calculated by summing all estimated intervals and dividing by the total number of records delivered.

Note: Any usage record falling in the 30+ day interval will be added using an average figure of 31.5 days.

Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.

Calculation

Delivery Interval Record = (a - b)

- a = Date BellSouth delivers the usage data
- b = Date usage data is generated by the customer

Estimated Interval = (c X d)

- c = Number of records delivered in each category
- d = Number of days to deliver for the category

Mean Time to Deliver Usage = (e / f)

- e = Sum of all estimated intervals
- f = Total number of records delivered

Report Structure

- CLEC Aggregate
- CLEC Specific
- Region

Data Retained

Relating to CLEC Experience

- Report Month
- Record Type
  - BellSouth Recorded
  - Non-BellSouth Recorded

Relating to BellSouth Performance

- None

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	<= 6 Days

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

B-7: Recurring Charge Completeness

Definition

This measure captures percentage of fractional recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill. The count of fractional recurring charges in the calculation refers to a sum of absolute total dollar values either billed on the correct bill or absolute value of total fractional recurring charges on the bill.

Calculation

Recurring Charge Completeness = (a / b) X 100

- a = Count of fractional recurring charges that are on the correct bill[1]
- b = Total count of fractional recurring charges that are on the bill

[1]Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience

- Report Month
- Invoice Type
- Total Recurring Charges Billed
- Total Billed On Time

Relating to BellSouth Performance

- Report Month
- Retail Analog
- Total Recurring Charges Billed
- Total Billed On Time

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type	
• Resale	Parity
• UNE	Benchmark 90%
• Interconnection	Benchmark 90%

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

B-8: Non-Recurring Charge Completeness

Definition

This measure captures percentage of non-recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the non-recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill. The count of non-recurring charges in the calculation refers to a sum of absolute total dollar values either billed on the correct bill or absolute value of total non-recurring charges on the bill.

Calculation

Non-Recurring Charge Completeness = (a / b) X 100

- a = Count of non-recurring charges that are on the correct bill[1]
- b = Total count of non-recurring charges that are on the bill

[1]Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - State

Data Retained

Relating to CLEC Experience

- Report Month
- Invoice Type
- Total Non-Recurring Charges Billed
- Total Billed On Time

Relating to BellSouth Performance

- Report Month
- Retail Analog
- Total Non-Recurring Charges Billed
- Total Billed On Time

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type	
• Resale	Parity
• UNE	Benchmark 90%
• Interconnection	Benchmark 90%

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

B-9: Percent Daily Usage Feed Errors Corrected in "X" Business Days

Definition

Measures the timely correction of Daily Usage Feed (DUF) errors in record information and Pack formats measured separately. Errors included (1) Pack Failure errors and (2) EMI content errors in records.

Exclusions

- Usage that cannot be corrected and resent or usage that the CLEC doesn't want Retransmitted.
- CLEC Problem/Issue/File Retransmission forms disputed by BellSouth SMEs that do not result in an EMI error
- CLEC notification received by BellSouth > 10 business days from transmission date of errored messages or packs.

Business Rules

This measure will provide the % of errors corrected in "X" Business days.

Pack Failure errors are defined as a DUF header/trailer error containing one or more of the following conditions: Grand total records not equal to records in pack or sequence/invoice numbers for a from RAO is not sequential

EMI content errors are defined as those records with errors contained in the EMI detail records that cause a message to be unbillable by the CLEC

Only notification received via the CLEC Problem/Issue/File Retransmission form will be included in this measure. To locate the form, go to the PMAP web site (http://pmap.bellsouth.com/) and click the Documentation/Exhibits link, then select the "CLEC Problem/Issue/File Retransmission form."

When circumstances arise for multiple content errors it is not necessary for the form to be filled out in its entirety, the CLECs agree to provide sufficient information for content error research so that a thorough investigation and resolution can be completed.

For each type error condition, a new CLEC Problem/Issue/File Retransmission form should be submitted.

EMI content errors should be attached in a separate file from the CLEC Problem/Issue/File Retransmission form

Elapsed time is measured in business days.

The clock starts when BellSouth receives CLEC's Problem/Issue/File Retransmission form.

The clock stops when BellSouth provides the corrected usage to the CLEC using the predesignated DUF delivery method.

This measure applies only to CLECs that are ODUF and ADUF participants

Calculation

Timeliness of Daily Usage EMI Content Errors Corrected = (a / b) X 100

- a = Total number of Daily Usage Records with EMI Content Errors Corrected in the reporting month within 10 Business Days.
- b = Total number of Daily Usage Records with EMI Content Errors corrected in reporting month.

Timeliness of Daily Usage Pack Format Errors Corrected = (c / d) X 100

- c = Total number of Daily Usage Packs with Format Errors Corrected in the reporting month within 4 Business Days
- d = Total number of Daily Usage Packs with Format Errors corrected in reporting month

Report Structure

- CLEC Specific
  - Total number of BST disputed Daily Usage Records with EMI Content Errors received in reporting month
  - Total number of Daily Usage Records with EMI Content Errors received in reporting month
  - Total number of BST disputed Daily Usage Packs with Format Errors received in reporting month
  - Total number of Daily Usage Packs with Format Errors received in reporting month
- CLEC Aggregate
- Geographic Scope
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
  - BellSouth Recorded
  - Non-BellSouth Recorded

Relating to BellSouth Performance

- None

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	Diagnostic

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

B-9: Percent Daily Usage Feed Errors Corrected in "X" Business Days

B-10: Percent Billing Errors Corrected in "X" Business Days

Definition

Measures timely carrier bill adjustments

Exclusions

Adjustments that are initiated by BellSouth

Business Rules

This measure applies to CLEC wholesale bill adjustment requests. IXC Access billing adjustment requests are not reflected in this measure. Elapsed time is measured in business days. The clock starts when BellSouth receives the CLEC Billing Adjustment Request (BAR) form and the clock stops when BellSouth either makes an adjustment through BOCRIS or ACATS (generally next CLEC bill unless adjustment request after middle of the month) or BellSouth denies the request in BDATS or ACATS and BellSouth notifies the CLEC of the BAR resolution. BellSouth will report separately those adjustment requests that are disputed by BellSouth. (BAR form and instructions are found at www.interconnection.bellsouth.com/forms/html/billing&collections.html).

Calculation

Percent Billing Errors Corrected in 45 Business Days = (a / b) X 100

- a = Number of BAR resolutions sent in 45 Business Days
- b = Total Number of BAR resolutions due in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - Region

Data Retained

Relating to CLEC Experience

- Number of BellSouth Adjustments in 45 Business Days
- Total number of Billing Adjustment Requests in Reporting Period
- Number of Adjustments disputed by BellSouth (reported separately)

Relating to BellSouth Performance

- None

SQM Disaggregation - Retail Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• State	90% Billing Disputes <= 45 Business Days

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• State	90% Billing Disputes <= 45 Business Days

Note: In order to set an appropriate penalty provision, staff recommends deferring implementation of the penalty until conclusion of the commission proceeding on the remedy structure of the SEEM Plan, or 120 days, whichever comes first.

B-10: Percent Billing Errors Corrected in "X" Business Days

Section 6: Operator Services and Directory Assistance

OS-1: Speed to Answer Performance/Average Speed to Answer – Toll

Definition

Measurement of the average time in seconds calls wait before answered by a toll operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer – Toll = a / b

- a = Total queue time
- b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	Parity by Design

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

OS-2: Speed to Answer Performance/Percent Answered within "X" Seconds – Toll

Definition

Measurement of the percent of toll calls that are answered in less than ten seconds

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	SQM Analog/Benchmark
• None	Parity by Design

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

DA-1: Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)

Definition

Measurement of the average time in seconds calls wait before answered by a DA operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA) = a / b

- a = Total queue time
- b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (DA)
- Average Speed of Answer

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	Parity by Design

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

DA-2: Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)

Definition

Measurement of the percent of DA calls that are answered in less than twelve seconds.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.
- Month
- Call Type (DA)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	Parity by Design

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

Section 7: Database Update Information

D-1: Average Database Update Interval

Definition

This report measures the interval from receipt of the database change request to the completion of the update to the database for Line Information Database (LIDB), Directory Assistance and Directory Listings.

Exclusions

- Updates Canceled by the CLEC
- Initial update when supplemented by CLEC
- BellSouth updates associated with internal or administrative use of local services.

Business Rules

The interval for this measure begins with the date and time stamp when a service order is completed and the completion notice is released to all systems to be updated with the order information including Directory Assistance, Directory Listings, and Line Information Database (LIDB). The end time stamp is the date and time of completion of updates to the system. This metric includes updates from stand-alone directory listing orders.

For BellSouth Results:

The BellSouth computation is identical to that for the CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- For LIDB, the elapsed time for a BellSouth update is measured from the point in time when the BellSouth file maintenance process makes the LIDB update information available until the date and time reported by BellSouth that database updates are completed.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which BellSouth issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to BellSouth initiated changes), then the update submission date and time will be the date and time of BellSouth receipt of a syntactically correct update supplement. Update activities responding to BellSouth initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays; however, scheduled maintenance windows are excluded.

Calculation

Update Interval = (a - b)

- a = Completion Date and Time of Database Update
- b = Submission Date and Time of Database Change

Average Update Interval = (c / d)

- c = Sum of all Update Intervals
- d = Total Number of Updates Completed During Reporting Period

Report Structure

- CLEC Specific (Under development)
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - Region

Data Retained

Relating to CLEC Experience

- Database File Submission Time
- Database File Update Completion Time
- CLEC Number of Submissions
- Total Number of Updates

Relating to BellSouth Performance

- Database File Submission Time
- Database File Update Completion Time
- BellSouth Number of Submissions
- Total Number of Updates

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Database Type	Parity by Design
• LIDB	
• Directory Listings	
• Directory Assistance	

SEEM Measure

SEEM	Tier I	Tier II
No.		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

D-2: Percent Database Update Accuracy

Definition

This report measures the accuracy of database updates by BellSouth for Line Information Database (LIDB) Directory Assistance and Directory Listings using a statistically valid sample of completed CLEC Service Orders in a manual review. This manual review is not conducted on BellSouth Service Orders.

Exclusions

- Updates canceled by the CLEC
- Initial update when supplemented by CLEC
- CLEC orders that had CLEC errors
- BellSouth updates associated with internal or administrative use of local services.

Business Rules

For each update reviewed during the reporting period, the original update that the CLEC sent to BellSouth is compared to the database following completion of the update by BellSouth. An update is "completed without error" if the database completely and accurately reflects the activity specified on the original and supplemental update (e.g., orders) submitted by the CLEC. Each database (e.g., LIDB, Directory Assistance and Directory Listings) should be separately tracked and reported.

A statistically valid sample of completed CLEC Service Orders is pulled each month. This metric includes updates from stand-alone directory listing orders.

Calculation

Percent Update Accuracy = (a / b) X 100

- a = Number of Updates Completed Without Error
- b = Number Updates Completed

Report Structure

- CLEC Aggregate
- CLEC Specific (not available in this report)
- BellSouth Aggregate (not available in this report)
- Geographic Scope
  - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number (so_nbr) and PON (PON)
- Local Service Request (LSR)
- Order Submission Date
- Number of Orders Reviewed

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Database Type	95% Accurate
- LIDB	
- Directory Listings	
- Directory Assistance	

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

Definition

Measurement of the percent of NXX(s) and Location Routing Numbers LRN(s) loaded and tested in new end office and/or tandem switches by the Local Exchange Routing Guide (LERG) effective date when facilities are in place. BellSouth has a single provisioning process for both NXX(s) and LRN(s). In this measure BellSouth will identify whether or not a particular NXX has been flagged as LNP capable (set triggers for dips) by the LERG effective date.

Exclusions

- Activation requests where the CLEC's interconnection arrangements and facilities are not in place by the LERG effective date.
- Expedite requests

Business Rules

Data for the initial NXX(s) and LRN(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXX(s) in the local calling area will be based on the LERG effective date. The LERG effective date is loaded into the system at the request of the CLEC. It is contingent upon the CLEC to engineer, order, and install interconnection arrangements and facilities prior to that date

The total Count of NXX(s) and LRN(s) that were scheduled to be loaded and those that were loaded by the LERG effective date in BellSouth switches will be captured in the Work Force Administration - Dispatch In database.

An LRN is assigned by the owner of the switch and is placed into the software translations for every switch to be used as an administrative pointer to route NXX(s) in LNP capable switches. The LRN is a result of Local Number Porting and is housed in a national database provided by the Number Portability Administration Center (NPAC) The switch owner is responsible for notifying NPAC and requesting the effective date that will be reflected in the LERG. The national database downloads routing tables into BellSouth's Service Control Point (SCP) regional databases, which are queried by switches when routing ported numbers.

The basic NXX routing process includes the addition of all NXX(s) in the response translations This addition to response translations is what supports LRN routing. Routing instructions for all NXX(s), including LRN(s), are received from the Advance Routing & Trunking System (ARTS) and all routing, including response, is established based on the information contained in the Translation Work Instructions (TWINs) document.

Calculation

Percent NXXs/LRNs Loaded and Tested Prior to the LERG Effective Date = (a / b) X 100

- a = Count of NXXs and LRNs loaded by the LERG effective date
- b = Total NXXs and LRNs to be scheduled and loaded by the LERG effective date

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth (Not Applicable)
- Geographic Scope
  - Region

Data Retained

Relating to CLEC Experience

- Company Name
- Company Code
- NPA/NXX
- LERG Effective Date
- Loaded Date

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Geographic Scope - Region	100% by LERG Effective Date

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

Section 8: E911

E-1: Timeliness

Definition

Measures the percent of batch orders for E911 database updates (to CLEC resale and BellSouth retail records) processed successfully within a 24-hour period.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing batch orders extracted from the BellSouth Service Order Control System (SOCS). Processing stops when SCC loads the individual records to the E911 database. The E911 database includes updates to the Automatic Location Identification (ALI) database. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Timeliness = (a / b) X 100

- a = Number of batch orders processed within 24 hours
- b = Total number of batch orders submitted

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report Month
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	Parity by Design

SEEM Measure

SEEM	Tier I	Tier II
No....		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

E-2: Accuracy

Definition

Measures the percent of E911 telephone number (TN) record updates (to CLEC resale and BellSouth retail records) processed successfully for E911 (including the Automatic Location Identification (ALI) database).

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing telephone number (TN) records extracted from BellSouth's Service Order Control System (SOCS). The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Accuracy = (a / b) X 100

- a = Number of record individual updates processed with no errors
- b = Total number of individual record updates

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report Month
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	Parity by Design

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

E-3: Mean Interval

Definition

Measures the mean interval processing of E911 batch orders (to update CLEC resale and BellSouth retail records) including processing against the Automatic Location Identification (ALI) database.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders Data is posted is 4-hour increments up to and beyond 24 hours. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Interval = (a - b)

- a = Date and time of batch order completion
- b = Date and time of batch order submission

E911 Mean Interval = (c / d)

- c = Sum of all E911 Intervals
- d = Number of batch orders completed

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report Month
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	Parity by Design

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

Section 9: Trunk Group Performance

TGP-1: Trunk Group Performance-Aggregate

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk Groups blocked due to unanticipated significant increase in CLEC traffic
- Orders that are delayed or refused by CLEC
- Trunk Groups for which there was no valid data available for an entire study period
- Duplicate trunk group information
- Trunk Groups blocked due to CLEC network/equipment failure
- Final Groups actually overflowing, not blocked

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only It is not the intent of the report that it be used for network management and/or engineering. BellSouth should notify the CLEC when such blocking meets this exclusion criteria (orders that are delayed or refused by the CLEC) and report the results, both with and without the exclusions. An unanticipated significant increase in traffic is indicated by a 20% increase for small trunk groups or 1800 CCS for large groups over the previous months traffic when the increase was not forecasted by the CLEC.

Monthly Average Blocking.

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

- This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4.	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch

Category 10:..... BellSouth End Office ..... BellSouth Local Tandem

Category 16:.. .... BellSouth Tandem..... BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 9:	BellSouth End Office	BellSouth End Office
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

Calculation

Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Aggregate
- BellSouth Aggregate
  - State
- With and Without Exclusion for Orders Delayed or Refused by CLEC

Data Retained

Relating to CLEC Experience

- Report Month
- Total Trunk Groups
- Number of Trunk Groups by CLEC
- Hourly Blocking Per Trunk Group
- Hourly Usage Per Trunk Group
- Hourly Call Attempts Per Trunk Group

Related to BellSouth Performance

- Report Month
- Total Trunk Groups
- Aggregate Hourly Blocking Per Trunk Group
- Hourly Usage Per Trunk Group
- Hourly Call Attempts Per Trunk Group

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• CLEC Aggregate	Any consecutive 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth
• BellSouth Aggregate	

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC Aggregate	Any consecutive 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BellSouth
• BellSouth Aggregate	

TGP-2: Trunk Group Performance – CLEC Specific

Definition

The Trunk Group Performance report displays, over a reporting cycle, CLEC specific, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk Groups blocked due to unanticipated significant increase in CLEC traffic
- Orders that are delayed or refused by CLEC
- Trunk Groups for which there was no valid data available for an entire study period
- Duplicate trunk group information
- Trunk Groups blocked due to CLEC network/equipment failure
- Final Groups actually overflowing not blocked

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering. BellSouth should notify the CLEC when such blocking meets this exclusion criteria (orders that are delayed or refused by the CLEC) and report the results, both with and without the exclusions. An unanticipated significant increase in traffic is indicated by a 20% increase for small trunk groups or 1800 CCS for large groups over the previous months traffic when the increase was not forecasted by the CLEC.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

- This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem

Category 16: ..... BellSouth Tandem ..... BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 9:	BellSouth End Office	BellSouth End Office
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

Calculation

Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Specific
  - State
- With and Without Exclusion for Orders Delayed or Refused by CLEC

Data Retained

Relating to CLEC Experience

- Report Month
- Total Trunk Groups
- Number of Trunk Groups by CLEC
- Hourly Blocking Per Trunk Group
- Hourly Usage Per Trunk Group
- Hourly Call Attempts Per Trunk Group

Relating to BellSouth Performance

- Report Month
- Total Trunk Groups
- Aggregate Hourly Blocking Per Trunk Group
- Hourly Usage Per Trunk Group
- Hourly Call Attempts Per Trunk Group

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• CLEC Trunk Group	Any 2 consecutive hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC Trunk Group	Any 2 consecutive hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth
• BellSouth Trunk Group	

Section 10: Collocation

C-1: Collocation Average Response Time

Definition

Measures the average time (counted in calendar days) from the receipt of a complete and accurate collocation application (including receipt of application fee if required) to the date BellSouth returns a response electronically or in writing Within the number of calendar days as designated by the Collocation order after having received a bona fide application for physical collocation, BellSouth must respond with space availability and a price quote.

Exclusions

Any application canceled by the CLEC

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate collocation application accompanied by the appropriate application fee if required. The clock stops on the date that BellSouth returns a response. The clock will restart upon receipt of changes to the original application request.

Calculation

Response Time = (a - b)

- a = Request Response Date
- b = Request Submission Date

Average Response Time = (c / d)

- c = Sum of all Response Times
- d = Count of Responses Returned within Reporting Period

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs
- Geographic Scope
  - State

Data Retained

- Report period
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• State	Virtual - 15 Calendar Days
• Virtual-Initial	Physical Caged - 15 Calendar Days
• Virtual-Augment	Physical Cageless - 15 Calendar Days
• Physical Caged-Initial	
• Physical Caged-Augment	
• Physical-Cageless-Initial	
• Physical Cageless-Augment	

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

C-2: Collocation Average Arrangement Time

Definition

Measures the average time (counted in calendar days) from receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee if required) to the date BellSouth completes the collocation arrangement and notifies the CLEC.

Exclusions

Any Bona Fide firm order canceled by the CLEC

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate Bone Fide firm order accompanied by the appropriate fee. The clock stops on the date that BellSouth completes the collocation arrangement and notifies the CLEC. The cable assignments associated with the specific collocation request will be provided prior to completion of the arrangement.

Calculation

Arrangement Time = (a - b)

- a = Date Collocation Arrangement is Complete
- b = Date Order for Collocation Arrangement Submitted

Average Arrangement Time = (c / d)

- c = Sum of all Arrangement Times
- d = Total Number of Collocation Arrangements Completed during Reporting Period

Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs
- Geographic Scope
  - State

Data Retained

- Report Period
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• State	Virtual - 60 Calendar Days
• Virtual-Initial	Virtual-Augment - 60 Calendar Days (Without Space Increase)
• Virtual-Augment	Virtual-Augment - 60 Calendar Days (With Space Increase)
• Physical Caged-Initial	Physical Caged - 90 Calendar Days (Ordinary)
• Physical Caged-Augment	Physical Caged-Augment - 45 Calendar Days (Without Space Increase)
• Physical Cageless-Initial	Physical Caged-Augment - 90 Calendar Days (With Space Increase)
• Physical Cageless-Augment	Physical Cageless - 90 Calendar Days Physical Cagedless-Augment - 45 Calendar Days (Without

Space Increase)
Physical Cagedless-Augment - 90 Calendar Days (With Space Increase)

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable.	Not Applicable

C-3: Collocation Percent of Due Dates Missed

Definition

Measures the percent of missed due dates for both virtual and physical collocation arrangements

Exclusions

Any Bona Fide firm order canceled by the CLEC

Business Rules

Percent Due Dates Missed is the percent of total collocation arrangements which BellSouth is unable to complete by end of the BellSouth committed due date. The arrangement is considered a missed due date if it is not completed on or before the committed due date.

Calculation

% of Due Dates Missed = (a / b) X 100

- a = Number of Completed Orders that were not completed by BellSouth Committed Due Date during Reporting Period
- b = Number of Orders Completed in Reporting Period

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs
- Geographic Scope
  - State

Data Retained

- Report Period
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• State	>= 95% on time
• Virtual-Initial	
• Virtual- Augment	
• Physical Caged- Initial	
• Physical Caged- Augment	
• Physical Cageless- Initial	
• Physical Cageless- Augment	

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• All Collocation Arrangements	>= 95% on time

Section 11: Change Management

CM-1: Timeliness of Change Management Notices

Definition

Measures whether CLECs receive required software release notices on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process (CCP)

Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

Calculation

Timeliness of Change Management Notices = (a / b) X 100

- a = Total number of Change Management Notifications Sent Within Required Time frames
- b = Total Number of Change Management Notifications Sent

Report Structure

- BellSouth Aggregate
- Geographic Scope
  - Region

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	98% on time

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region.....	98% on time

CM-2: Change Management Notice Average Delay Days

Definition

Measures the average delay days for change management system release notices sent outside the time frame set forth in the Change Control Process.

Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system vendor
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

Business Rules

This metric is designed to compute the average delay days for change management notices sent to the CLECs outside the time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces

The clock starts on the notification due date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features

Calculation

Change Management Notice Delay Days = (a - b)

- a = Date Notice Sent
- b = Date Notice Due

Change Management Notice Average Delay Days = (c / d)

- c = Sum of all Change Management Notice Delay Days
- d = Total Number of Notices Sent Late

Report Structure

- BellSouth Aggregate
- Geographic Scope
  - Region

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	<= 5 Days

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable..	Not Applicable

CM-3: Timeliness of Documents Associated with Change

Definition

Measures whether CLECs received requirements or business rule documentation on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

Exclusions

- Documentation for release dates that slip less than 30 days for a change mandated by regulatory or legal entities (Federal Communications Commission [FCC], a state commission/authority, or state and federal courts) or CLEC request.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process.

Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and time frames set forth in the Change Control Process, a copy of which can be found at http://www interconnection bellsouth.com/markets/lec/ccp_live/index.html. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

Calculation

Timeliness of Documents Associated with Change = (a / b) X 100

- a = Change Management Documentation Sent Within Required Time frames after Notices
- b = Total Number of Change Management Documentation Sent

Report Structure

- BellSouth Aggregate
- Geographic Scope
  - Region

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	98% on Time

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	98% on Time

CM-4: Change Management Documentation Average Delay Days

Definition

Measures the average delay days for requirements or business rule documentation sent outside the time frames set forth in the Change Control Process

Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process.

Business Rules

This metric is designed to compute the average delay days for business rule documentation sent to the CLECs outside the time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart

Calculation

Change Management Documentation Delay Days = (a - b)

- a = Date Documentation Provided
- b = Date Documentation Due

Change Management Documentation Average Delay Days = (c / d)

- c = Sum of all CM Documentation Delay Days
- d = Total Change Management Documents Sent

Report Structure

- BellSouth Aggregate
- Geographic Scope
  - Region

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	<= 5 Days

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

CM-5: Notification of CLEC Interface Outages

Definition

Measures the time it takes BellSouth to notify the CLEC of an outage of an interface.

Exclusions

None

Business Rules

This metric measures the process of notifying CLECs of an interface outage as defined by the Change Control Process Documentation. BellSouth has 15 minutes to notify the CLECs via email, once the Help Desk has verified the existence of an outage. An outage is verified to exist when on or more of the following conditions occur:

1. BellSouth can duplicate a CLEC reported error.
2. BellSouth finds an error message within the system error log that identifiably matches a CLEC reported outage.
3. When 3 or more CLECs report the identical type of outage.
4 BellSouth detects a problem due to the loss of functionality for users of a system

Note: The 15 minute clock begins once a CLEC reported or a BellSouth detected outage has lasted for 20 minutes and has been verified. If the outage is not verified within 20 minutes, the clock begins at the point of verification.

This metric will be expressed as a percentage.

Calculation

Notification of CLEC Interface Outages = (a / b) X 100

- a = Number of Interface Outages where CLECs are notified within 15 minutes
- b = Total Number of Interface Outages

Report Structure

- CLEC Aggregate
- Geographic Scope
  - Region

Data Retained

Relating to CLEC Experience

- Number of Interface Outages
- Number of Notifications <= 15 minutes

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• By interface type for all interfaces accessed by CLECs	97% <= 15 Minutes

Interface	Applicable to
EDI	CLEC
CSOTS	CLEC
LENS	CLEC
TAG	CLEC
ECTA	CLEC
TAFI	CLEC/BellSouth

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

CM-6: Percent of Software Errors Corrected in "X" (10, 30, 45) Business Days

Definition

Measures the percent of all outstanding Software Errors due and overdue to be corrected by BellSouth in "X" (10, 30, 45) business days within the monthly report period.

Exclusions

- Software Corrections having implementation intervals that are longer than those defined in this measure and agreed upon by the CLECs
- Rejected or reclassified software errors (BellSouth must report the number of rejected or reclassified software errors disputed by the CLECs)

Business Rules

This metric is designed to measure BellSouth's performance each month in correcting identified Software Errors within the specified interval. The clock starts when a Software Error validated per the Change Control Process, a copy of which can be found at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html, and stops when the error is corrected and notice posted to the Change Control Website The monthly report should include all defects due and overdue to be corrected within the report period. Software defects are defined as Type 6 Change Requests in the Change Control Process.

Calculation

Percent of Software Errors Corrected in "X" (10, 30, 45) Business Days = (a / b) X 100

- a = Total number of Software Errors Corrected where "X" = 10, 30, or 45 Business Days.
- b = Total number of Software Errors requiring correction where "X" = 10, 30, or 45 Business Days.

Report Structure

- Severity 2 = 10 Business Days
- Severity 3 = 30 Business Days
- Severity 4 = 45 Business Days

Data Retained

- Report Period
- Total Completed
- Total Completed within "X" Business Days
- Disputed, Rejected or Reclassified Software Errors

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region..	95% within interval

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	95% within interval

CM-6: Percent of Software Errors Corrected in "X" (10, 30, 45) Business Days

CM-7: Percent of Change Requests Accepted or Rejected within 10 Days

Definition

Measures the percent of Change Requests other than Type 1 or Type 6 Change Requests, submitted by CLECs that are Accepted or Rejected by BellSouth in 10 business days within the report period.

Exclusions

- Change Requests that are canceled or withdrawn before a response from BellSouth is due.

Business Rules

The Acceptance/Rejection interval starts when the acknowledgement is due to the CLEC per the Change Control Process, a copy of which can be found at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html. The clock ends when BellSouth issues an acceptance or rejection notice to the CLEC. This metric includes all change requests not subject to the above exclusions, not just those received and accepted or rejected in the reporting period.

Calculation

Percent of Change Requests Accepted or Rejected within 10 Business Days = (a / b) X 100

- a = Total number of Change Requests accepted or rejected within 10 business days
- b = Total number of Change Requests submitted in the reporting period

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Requests Accepted or Rejected
- Total Requests

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	95% within interval

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	95% within interval

CM-8: Percent Change Requests Rejected

Definition

Measures the percent of Change Requests (other than Type 1 or Type 6 Change Requests) submitted by CLECs that are rejected by reason within the report period.

Exclusions

- Change Requests that are canceled or withdrawn before a response from BellSouth is due.

Business Rules

This metric includes any rejected change requests in the reporting period, regardless of whether received early or late. The metric will be disaggregated by major categories of rejections per the Change Control Process, a copy of which can be found at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html. These reasons are: Cost, Technical Feasibility, and Industry Direction. This metric includes all change requests not subject to the above exclusions, not just those received and accepted or rejected in the same reporting period.

Calculation

Percent Change Requests Rejected = (a / b) X 100

- a = Total number of Change Requests rejected
- b = Total number of Change Requests submitted within the report period

Report Structure

- BellSouth Aggregate
- Cost
- Technical Feasibility

Data Retained

- Report Period
- Requests Rejected
- Total Requests

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	Diagnostic
• Reason – Cost	
• Reason – Technical Feasibility	
• Reason – Industry Direction	

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

CM-9: Number of Defects in Production Releases (Type 6 CR)

Definition

Measures the number of defects in Production Releases This measure will be presented as the number of Type 6 Severity 1 defects, the number of Type 6 Severity 2 defects without a mechanized work around, and the number of Type 6 Severity 3 defects resulting within a three week period from a Production Release date. The definition of Type 6 Change Requests (CR) and Severity 1, Severity 2, and Severity 3 defects can be found in the Change Control Process Document.

Exclusions

None

Business Rules

This metric measures the number of Type 6 Severity 1 defects, the number of Type 6 Severity 2 defects without a mechanized work around, and the number of Type 6 Severity 3 defects resulting within a three week period from a Production Release date. The definitions of Type 6 Change Requests (CR) and Severity 1, 2, and 3 defects can be found in the Change Control Process, which can be found at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html.

Calculation

The number of Type 6 Severity 1 Defects, the number of Type 6 Severity 2 Defects without a mechanized work around, and the number of Type 6 Severity 3 defects.

Report Structure

- Production Releases
- Number of Type 6 Severity 1 defects
- Number of Type 6 Severity 2 defects without a mechanized work around
- Number of Type 6 Severity 3 defects

Data Retained

- Region
- Report Period
- Production Releases
- Number of Type 6 Severity 1 defects
- Number of Type 6 Severity 2 defects without a mechanized work around
- Number of Type 6 Severity 3 defects

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region—Number of Type 6 Severity 1 Defects	0 Defects
• Region—Number of Type 6 Severity 2 Defects	0 Defects without a mechanized work around
• Region—Number of Type 6 Severity 3 Defects	0 Defects

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation

- Not Applicable

SEEM Analog/Benchmark

Not Applicable

CM-10: Software Validation

Definition

Measures software validation test results for Production Releases of BellSouth Local Interfaces.

Exclusions

None

Business Rules

BellSouth maintains a test deck of transactions that are used to validate that functionality in software Production Releases work as designed. Each transaction in the test deck is assigned a weight factor, which is based on the weights that have been assigned to the metrics. Within the software validation metric weight factors will be allocated among transaction types (e.g., Pre-Order, Order Resale, Order UNE, Order UNE-P) and then equally distributed across transactions within the specific type.

BellSouth will begin to execute the software validation test deck within one (1) business day following a Production Release. Test deck transactions will be executed using Production Release software in the CAVE environment Within seven (7) business days following completion of the Production Release software validation test in CAVE, BellSouth will report the number of test deck transactions that failed. Each failed transaction will be multiplied by the transaction's weight factor.

A transaction is considered failed if the request cannot be submitted or processed, or results in incorrect or improperly formatted data.

The test deck scenario weight table can be found in the Change Control Process, a copy of which can be found at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html.

Calculation

This software validation metric is defined as the ratio of the sum of the weights of failed transactions using Production Release software in CAVE to the sum of the weights of all transactions in the test deck.

- Numerator = Sum of weights of failed transactions
- Denominator = Sum of weights of all transactions in the test deck

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Production Release Number
- Test Deck Weights
- % Test Deck Weight Failure

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	<= 5%

SEEM Measure

SEEM	Tier I	Tier II
No		

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	Not Applicable

CM-11: Percent of Change Requests Implemented within 60 Weeks of Prioritization

Definition

Measures whether BellSouth provides CLECs timely implementation of prioritized change requests.

Exclusions

- Change requests that are implemented later than 60 weeks with the consent of the CLECs
- Change requests for which BellSouth has regulatory authority to exceed the interval

Business Rules

This metric is designed to measure BellSouth's monthly performance in implementing prioritized change requests. The clock starts when a change request has first been prioritized as described in the Change Control Process. The clock stops when the change request has been implemented by BellSouth and made available to the CLECs. BellSouth will begin reporting this monthly measure with the next release for diagnostic purposes, and will be measured for SEEM purposes 60 weeks from first prioritization meeting following Commission approval of this measure.

Calculation

Percent of Type 5 CLEC initiated Change Requests implemented on time = (a / b) X 100

- a = Total number of prioritized Type 5 Change Requests implemented each month that are less than or equal to 60 weeks of age from the date of their first prioritization plus all other prioritized change requests existing at the end of the month that are less than or equal to 60 weeks of age from prioritization.

- b = All entries in "a" above plus all Type 5 Change Requests prioritized more than 60 weeks before the end of the monthly reporting period.

Percent of Type 4 BellSouth initiated Change Requests implemented on time = (a / b) X 100

- a = Total number of prioritized Type 4 Change Requests implemented each month that are less than or equal to 60 weeks of age from the date of the release prioritization list plus all other Type 4 prioritized change requests existing at the end of the month that are less than or equal to 60 weeks of age from prioritization.

- b = All entries in "a" above plus all Type 4 Change Requests prioritized more than 60 weeks before the end of the monthly reporting period

Report Structure

- BellSouth Aggregate
- Type 4 requests implemented
- Type 5 requests implemented
- % implemented within 16, 32, 48, and 60 weeks

Data Retained

- Region
- Report Month
- Total implemented by type
- Total implemented within 60 weeks

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	95% within interval
• Type 4 requests implemented	95% within interval
• Type 5 requests implemented	95% within interval

SEEM Measure

SEEM	Tier I	Tier II	Tier III
Yes		X	

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	95% within interval

CM-11: Percent of Change Requests Implemented within 60 Weeks of Prioritization

Appendix A: Reporting Scope

A-1: Standard Service Groupings

See individual reports in the body of the SQM.

A-2: Standard Service Order Activities

These are the generic BellSouth/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.

Service Order Activity Types

- Service Migrations Without Changes
- Service Migrations With Changes
- Move and Change Activities
- Service Disconnects (Unless noted otherwise)
- New Service Installations

Pre-Ordering Query Types

- Address
- Telephone Number
- Appointment Scheduling
- Customer Service Record
- Feature Availability
- Service Inquiry

Maintenance Query Types

TAFI - TAFI queries the systems below

- CRIS
- March
- Predictor
- LMOS
  - DLR
  - DLETH
  - LMOSupd
- LNP
- NIW
- OSPCM
- SOCS

Report Levels

- CLEC RESH
- CLEC State
- CLEC Region
- Aggregate CLEC State
- Aggregate CLEC Region
- BellSouth State
- BellSouth Region

Appendix B: Glossary of Acronyms and Terms

Symbols used in calculations

Σ
A mathematical symbol representing the sum of a series of values following the symbol.

-
A mathematical operator representing subtraction.

+
A mathematical operator representing addition.

/
A mathematical operator representing division.

<
A mathematical symbol that indicates the metric on the left of the symbol is less than the metric on the right.

<=
A mathematical symbol that indicates the metric on the left of the symbol is less than or equal to the metric on the right.

>
A mathematical symbol that indicates the metric on the left of the symbol is greater than the metric on the right.

>=
A mathematical symbol that indicates the metric on the left of the symbol is greater than or equal to the metric on the right.

( )
Parentheses, used to group mathematical operations which are completed before operations outside the parentheses.

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.

ALEC
Alternative Local Exchange Company = FL CLEC

ADSL
Asymmetrical Digital Subscriber Line

ASR
Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.

ATLAS

Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.

ATLASTN
ATLAS software contract for Telephone Number.

Auto Clarification
The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.

B

BFR:
Bona Fied Request

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 (Front-end to the CRIS database.)

BRI
Basic Rate ISDN

BRC
Business Repair Center – The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.

BellSouth
BellSouth Telecommunications, Inc.

C

CABS
Carrier Access Billing System

CCC
Coordinated Customer Conversions

CCP
Change Control Process

Centrex
A business telephone service, offered by local exchange carriers, which is similar to a Private Branch Exchange (PBX) but the switching equipment is located in the telephone company Central Office (CO).

CKTID
A unique identifier for elements combined in a service configuration

CLEC
Competitive Local Exchange Carrier

CLP
Competitive Local Provider = NC CLEC

CM
Change Management

CMDS
Centralized Message Distribution System - Telcordia administered national system used to transfer specially formatted messages among companies.

COFFI
Central Office Feature File Interface - Provides information about USOCs and class of service. COFFI is a part of DOE/SONGS It indicates all services available to a customer.

CRIS
Customer Record Information System - This system is used to retain customer information and render bills for telecommunications service.

CRSACCTS
CRIS software contract for CSR information

CRSG
Complex Resale Support Group

C-SOTS
CLEC Service Order Tracking System

CSR
Customer Service Record

CTTG
Common Transport Trunk Group - Final trunk groups between BellSouth & Independent end offices and the BellSouth access tandems.

D

DA
Directory Assistance

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 - A report that gives detailed line record information on records maintained in LMOS

DS-0
The worldwide standard speed for one digital voice signal (64000 bps).

DS-1
24 DS-0s (1.544Mb/sec., i.e. carrier systems)

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 Unbundled Network Elements.

DSAPDDI
DSAP software contract for schedule information.

DSL
Digital Subscriber Line

DUI
Database Update Information

E

E911
Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number

EDI
Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra-company business documents in a public standard format.

ESSX
BellSouth Centrex Service

F G

Fatal Reject
The number of LSRs that were electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated.

Flow-Through
In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BellSouth OSS without manual or human intervention.

FOC
Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date

FX
Foreign Exchange

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

HDSL
High Density Subscriber Loop/Line

I J K

ILEC
Incumbent Local Exchange Company

INP
Interim Number Portability

ISDN
Integrated Services Digital Network

IPC
Interconnection Purchasing Center

L

LAN
Local Area Network

LAUTO
The automatic processor in the LNP Gateway that validates LSRs and issues service orders.

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.

LERG
Local Exchange Routing Guide

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.

LFACS
Loop Facilities Assessment and Control System

LIDB
Line Information Database

LMOS
Loop Maintenance Operations System - A system that provides a mechanized means of maintaining customer line records and for entering, processing, and tracking trouble reports.

LMOS HOST

LMOS host computer

LMOSupd
LMOS update allows trouble tickets on line records to be entered into LMOS.

LMU
Loop Make-up

LMUS
Loop Make-up Service Inquiry

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.

LNP Gateway
Local Number Portability (gateway)- A system that provides both internal and external communications with various interfaces and process including:

(1). Linking BellSouth to the Number Portability Administration Center (NPAC).

(2). Allowing for inter-company communications between BellSouth and the CLECs for electronic ordering.

(3). Providing interface between NPAC and AIN SMS for LNP routing processes.

LOOPS
Transmission paths from the central office to the customer premises.

LRN
Location Routing Number

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 memory administration system that translates line-related service order data into switch provisioning messages and automatically transmits the messages to targeted stored program control system switches.

N

NBR
New Business Request

NC
"No Circuits" - All circuits busy announcement.

NIW
Network Information Warehouse - A system that stores central office blockage data for use in processing trouble reports.

NMLI
Native Mode LAN Interconnection

NPA
Numbering Plan Area

NXX
The "exchange" portion of a telephone number

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

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.

Order Types
The following order types are used in this document:

(1). T - The "to" portion of a change of address. This Order Type is used to connect main service at a new address when a customer moves from one address to another in any of the nine states within the BellSouth region. A "T" Order Type is always pared with an "F" Order Type which will have the same telephone number following the "F" Order Type Code unless the orders are within different states.

(2). N - Orders establishing a new account. Also, this Order Type Code is occasionally used when changing from one type of system to another such as when changing from PBX to Centrex.

(3). C - Order Type used for the following conditions: changes or partial connections or disconnections of service or equipment; change of telephone number, grade or class of main line, additional lines, auxiliary lines, PBX trunks and stations; addition of trunks or lines to existing accounts; move of equipment (other than change of address); temporary suspension and restoration of service at customer's request.

(4). R - Order Type used for the following conditions: additions, removals or changes in directory listings; responsibility change orders, addition, removal or changes in directory and billing information; other record corrections where no "field work" is involved.

OSPCM
Outside Plant Contract Management System - A system that provides scheduling and completion information on outside plant construction activities.

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 Q

PMAP
Performance Measurement Analysis Platform

PON
Purchase Order Number

POTS
Plain Old Telephone Service

PREDICTOR
A system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups to Mechanized Loop Testing and switching system I/O ports.

Preordering
The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.

PRI
Primary Rate ISDN

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.

R

RNS
Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.

ROS
Regional Ordering System

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.

S

SAC
Service Advocacy Center

SEEM
Self Effectuating Enforcement Mechanism

SOCS
Service Order Control System - A system which routes service order images among BellSouth drop points and BellSouth OSS 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

SONGS
Service Order Negotiation and Generation System.

Syntactically Incorrect Query
A query that cannot be fulfilled due to insufficient or incorrect input data from the end user. For example, A CLEC would like to query the legacy system for the following address: 1234 Main ST. Entering "1234 Main ST" will be considered syntactically correct because valid characters were used in the address field. However, entering "AB34 Main ST" will be considered syntactically incorrect because invalid characters (i.e., alpha characters were entered in numeric slots) were used in the address field.

T

TAFI
Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.

TAG
Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.

TN
Telephone Number

Total Manual Fallout
The number of LSRs which are entered electronically but require manual entering into a service order generator.

U V

UNE
Unbundled Network Element

UCL
Unbundled Copper Link

USOC
Universal Service Order Code

W X Y Z

WATS
Wide Area Telephone Service

WFA
Work Force Administration

WMC
Work Management Center

WTN
Working Telephone Number.

Appendix C: BellSouth Audit Policy

C-1: BellSouth's Internal Audit Policy

BellSouth's internal efforts to make certain that the reports produced by the PMAP platform are of the highest accuracy has been formalized into a Performance Measurements Quality Assurance Plan (PMQAP) that documents and augments existing quality assurance processes integral to the production and validation of Performance Measurements data.

The plan consists of three sections:

1. Change Control addresses the quality assurance steps involved in the introduction of new measurements and changes to existing measurements.
2. Production addresses the quality assurance steps used to create monthly SQM reports
3. Monthly Validation addresses the quality assurance steps used to ensure accurate posting of monthly results.

The BellSouth PMQAP will ensure that BellSouth effectively and consistently provides accurate performance measurements data for the activities included in the SQM. The BellSouth Internal Audit department will audit this plan and its quality assurance steps annually, beginning in 4Q01.

C-2: BellSouth's External Audit Policy

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the current year aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (2001 - 2005), to be conducted by an independent third party auditor jointly selected by BellSouth and the CLEC. The results of audits will be made available to all the parties subject to proper safeguards to protect proprietary information. Requested audits include the following specifications:

1. The cost shall be borne by BellSouth.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLECs shall jointly determine the scope of the audit.

These comprehensive audits are intended to provide the basis for the PSCs and CLECs to determine that the SQM, PMAP and SEEM produce accurate data that reflects each States Order for performance measurements. Once this has been verified by an initial audit, the BellSouth PMQAP will provide the basis for future audits.

Appendix D: OSS Tables

OSS-1: Average Response Interval and Percent Within Interval (Pre-Ordering/Ordering)

Table 1: Legacy System Access Times For RNS

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP-DDI	Schedule	x	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP-DDI	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 3: Legacy System Access Times For LENS

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x	x

Table 4: Legacy System Access Times For TAG

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP-DDI	Schedule	x	x	x	x	x
CRIS	TAG-CSR	CSR	x	x	x	x	x
P/SIMS	PSIM/ORB	Feature/Service	x	x	x	x	x

OSS-1: Average Response Interval and Percent Within Interval (Pre-Ordering/Ordering)

SEEM OSS Legacy System

System	BellSouth	CLEC
Telephone Number/Address		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
Atlas	RNS,ROS	TAG. LENS
Appointment Scheduling		
DSAP	RNS, ROS	TAG, LENS
CSR Data		
CRSACCTS	RNS	
CRSOCSR	ROS	
CRSECSRL		LENS
TAG-CSR		TAG
Service/Feature Availability		
OASISBIG	RNS, ROS	
PSIMS/ORB, COFFI		LENS, TAG

OSS-2: OSS Availability (Pre-Ordering/Ordering)

OSS Availability

OSS Interface	Applicable to	% Availability
EDI	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	x
SOG	CLEC	x

DOM	CLEC	x
DOE	CLEC/BellSouth	x
CRIS	CLEC/BellSouth	x
ATLAS/COFFI	CLEC/BellSouth	x
BOCRIS	CLEC/BellSouth	x
DSAP	CLEC/BellSouth	x
RSAG	CLEC/BellSouth	x
SOCS	CLEC/BellSouth	x
SONGS	CLEC/BellSouth	x
RNS	BellSouth	x
ROS	BellSouth	x

OSS-2: OSS Availability (Pre-Ordering/Ordering)

SEEM OSS Availability

OSS Interface	Applicable to	% Availability
EDI	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	x
SOG	CLEC	x
DOM	CLEC	x

OSS-3: OSS Availability (Maintenance & Repair)

OSS Availability (M&R)

OSS Interface	% Availability
BellSouth TAFI	x
CLEC TAFI	x
CLEC ECTA	x
BellSouth & CLEC	
CRIS	x
LMOS HOST	x
LNP Gateway	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

OSS-3: OSS Availability (Maintenance & Repair)

SEEM OSS Availability (M&R)

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

OSS-4: Response Interval (Maintenance & Repair)

Legacy System Access Times for M&R

System	BellSouth & CLEC	Count <= 4	Count > 4 <= 10	Count <= 10	Count > 10	Count > 30	Avg. Int.
CRIS	x	x	x	x	x	x	x
DLETH	x	x	x	x	x	x	x
DLR	x	x	x	x	x	x	x
LMOS	x	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x	x
LNP	x	x	x	x	x	x	x
MARCH	x	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x	x
Predictor	x	x	x	x	x	x	x
SOCS	x	x	x	x	x	x	x
NIW	x	x	x	x	x	x	x

TAFI

System	Open Trouble Ticket	Status Trouble Ticket	Mechanized Line Testing	Close Trouble Ticket
CRIS	x			
DLETH	x			
DLR	x			
LMOS	x	x		x
LMOSSupd	x	x	x	x
LNP	x			
MARCH	x			
OSPCM	x	x		
Predictor	x	x		
SOCS	x	x		
NIW	x			

Note: Depending on the type of customer report multiple systems maybe touched in one transaction.

Product	PRODUCT TYPE	REQTYPE	ACT TYPE	F/T[3]	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING[1]	EDI	TAG[2]	LENS[4]	COMMENTS
2 wire analog DID trunk port	U	F	N	No	UNE	Yes	NA	N	N	N	
2 wire analog port	U	F	N	No	UNE	No	Yes	Y	Y	Y	
2 wire ISDN digital line	U	A	N,T	No	UNE	Yes	NA	N	N	N	
2 wire ISDN digital loop	U	A	N,C,D	Yes	UNE	Yes	No	Y	Y	N	
2 wire ISDN digital loop - LNP	U	B	V,P,Q	Yes	UNE	Yes	No	Y	Y	N	
3 Way Calling	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
3rd Party Call Block	R,B	E,M	N,C,V,W,D,P,Q,T	Yes	No	No	No	Y	Y	Y	
4 wire analog voice grade loop	U	A	T	No	UNE	Yes	Yes	Y	Y	N	
4 wire analog voice grade loop	U	A	N	Yes	UNE	Yes	No	Y	Y	N	
4 wire DS1 & PRI digital loop	U	A	N,T	No	UNE	Yes	NA	N	N	N	
4 wire DSO & PRI digital loop	U	A	N,T	No	UNE	Yes	NA	N	N	N	
4 wire ISDN DS1 digital trunk ports	U	A	N,T	No	UNE	Yes	NA	N	N	N	
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT DS1	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT TRUNK SERVICE	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	
900 Call Block	R,B	E,M	N,C,V,W,D,P,Q,T	Yes	No	No	No	Y	Y	Y	
Accupulse	C	E	N,C,T,V,W	No	Yes	Yes	NA	N	N	N	
ADSL	R,B,C	E	V,W,D	Yes	C/S	C/S	No	Y	Y	Y	NOTE THIS PRODUCT CAN BE ORDERED FOR RES/BUS AND CENTREX
Analog Data/Private Line	C	E	N,C,T,V,W,D	No	Yes	Yes	NA	N	N	N	
Area Plus	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
ATM (ASYNCHRONOUS TRANFER MODE)	C	E	N,C,V,W,D	No	Yes	Yes	NA	N	N	N	
Basic Rate ISDN *Unbundled	U	A	T	No	Yes	Yes	Yes	Y	Y	N	
Basic Rate ISDN *Unbundled	U	A	N,V,D	Yes	UNE	Yes	No	Y	Y	Y	
Basic Rate ISDN *Unbundled	U	A	C,T	No	UNE	Yes	Yes	Y	Y	Y	
Basic Rate ISDN 2 Wire UNE P	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	Manual
Basic Rate ISDN 2 Wire	C	E	N,C, D,T,V,P,Q	No	Yes	Yes	Yes	Y	Y	Y	

Product	PRODUCT TYPE	REQTYPE	ACT TYPE	F/T[3]	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING[1]	EDI	TAG[2]	LENS[4]	COMMENTS
BELLSOUTH CHANNELIZED TRUNKS	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N	
Call Block	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Call Forwarding	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Call Return	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Call Selector	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Call Tracing	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Call Waiting	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Call Waiting Deluxe	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Caller ID	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
BELLSOUTH CENTREX*	C	P	N,C,D,W,T,S,B,L,V,P	No	Yes	Yes	NA	N	N	N	
UNE P CENTREX	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	
Collect Call Block	R,B	E,M	N,C,V,W,D,P,Q,T	Yes	No	No	No	Y	Y	Y	
DID	C	N	N,C,D,V,W,T,P,Q	No	Yes	Yes	Yes	Y	Y	Y	
2-WIRE DIRECT INWARD DIAL (DID) TRUNK PORT AND VOICE GRADE LOOP COMBINATION	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	
Digital Data Transport	U	E	N,C,T,V,W	No	UNE	Yes	NA	N	N	N	
DIGITAL DIRECT INTEGRATION TERMINATION SERVICES (DDITS) DS1	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	
DIGITAL DIRECT INTEGRATION TERMINATION SERVICES (DDITS) TRUNK SERVICE	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	
Directory Listing Indentions	B,U	B,C,E,F,J,M,N	N,C,T,R,V,W,P,Q	No	No	No	Yes	Y	Y	Y	
Directory Listings (simple)	R,B,U	B,C,E,F,J,M,N	N,C,R,V,W,P,Q	Yes	No	No	No	Y	Y	Y	
Directory Listings (simple)	R,B,U	B,C,E,F,J,M,N	T	No	No	No	Yes	Y	Y	N	
Directory Listings Captions	R,B,U	B,C,E,F,J,M,N	N,C,T,R,V,W,P,Q	No	No	Yes	Yes	Y	Y	Y	
DIFFERENT PREMISE ADDRESS (DPA)	C	E	N,C,D,V,W,T	No	Yes	Yes	NA	N	N	N	
DS1Loop	U	A	N,D,V	Yes	UNE	Yes	No	Y	Y	Y	
DS3	U	A	N,C,V	No	UNE	Yes	NA	N	N	N	
DSO Loop	U	A	N,D,V	Yes	UNE	Yes	No	Y	Y	Y	
DSO Loop	U	A	C,T	No	No	No	Yes	Y	Y	Y	
Enhanced Caller ID	R,B	E	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	

Product	PRODUCT TYPE	REQTYPE	ACT TYPE	F/T[3]	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING[1]	EDI	TAG[2]	LENS[4]	COMMENTS
Enhanced Extended Links (EELS)	U	A	C,D,N,T,V	Yes	No	No	No	Y	Y	Y	
ESSX	C	P	C,D,T,V,S,B,W,L,P,Q	No	Yes	Yes	NA	N	N	N	
Flat Rate/Business	B	E, M	C,D,N,V,W,T Y,B,L,S,D,T,P,Q	Yes	No	No	No	Y	Y	Y	
Flat Rate/Residence	R	E, M	C,D,N,V,W,T Y,B,L,S,D,T,P,Q	Yes	No	No	No	Y	Y	Y	
FLEXSERV	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N	
Frame Relay	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N	
FX/FCO	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N	
UNE P FX/FCO (RES,BUS,PBX) (NOTE: THIS PRODUCT WILL NOT BE AVAILABLE UNTIL 08--01-02	C	M	N,C,V,D,T,S,B,L,W,Y,P,Q	No	Yes	Yes	NA	N	N	N	
Ga. Community Calling	R,B	M	C,D,N,V,W,P,Q	No	No	No	NA	N	N	N	
Ga. Community Calling	R,B	E	T	No	No	No	Yes	Y	Y	N	
HDSL	U	A	T	No	UNE	No	Yes	Y	Y	N	
HDSL	U	A	N,C,D,V	Yes	UNE	No	No	Y	Y	Y	
Hunting MLH	R,B	E, M	C,D,N,T,V,W	No	C/S[4]	C/S	Yes	Y	Y	N	
Hunting Series Completion	R,B	E, M	C,D,N,V,W	Yes	C/S	C/S	No	Y	Y	Y	
Hunting Series Completion	R,B	E, M	T	No	No	No	Yes	Y	Y	N	
INP to LNP Conversion	U	C	C	No	UNE	Yes	Yes	Y	Y	N	
LightGate	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N	
Line Sharing	U	A	N,C,D,V,P,Q	Yes	UNE	No	No	Y	Y	Y	
Line Splitting	U	A	N,C,D	Yes	UNE	No	No	Y	Y	Y	
LNP With Complex Listing	U	C	P,V,Q	No	UNE	Yes	Yes	Y	Y	N	
LNP with Complex Services	U	C	P,V,Q	No	UNE	Yes	Yes	Y	Y	N	
LNP with Partial Migration	U	C	P,V,Q	No	UNE	Yes	Yes	Y	Y	N	
LNP	U	C	P,V,Q	Yes	UNE	Yes	No	Y	Y	N	
Local Number Portability (INP to LNP)	U	C	C	No	UNE	No	Yes	Y	Y	N	
INP	U	B,C	D	No	UNE	No	Yes	Y	Y	N	
Loop+LNP	U	B	V,P,Q	Yes	UNE	No	No	Y	Y	N	
Measured Rate/Bus	R,B	E,M	C,D,N,V,W,P,Q,T Y,B,L,S,D	Yes	No	No	No	Y	Y	Y	

Product	PRODUCT TYPE	REQTYPE	ACT TYPE	F/T[3]	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING[1]	EDI	TAG[2]	LENS[4]	COMMENTS
Measured Rate/Res	R,B	E,M	C,D,N,V,W,P,Q,T Y,B,L,S,D	Yes	No	No	No	Y	Y	Y	
Megalink POINT TO POINT	C	E	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N	
Megalink CHANNELIZED	C	E	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N	
Memory Call	R,B	E, M	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Memory Call Ans. Svc.	R,B	E, M	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Multiserv	C	P	N,C,D,T,V,S,B,W,L,P,Q	No	Yes	Yes	NA	N	N	N	
Native Mode LAN Interconnection (NMLI)	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N	
Off-Prem Stations	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N	
Optional Calling Plan	R,B	E, M	N,V,P,Q,W	Yes	No	No	No	Y	Y	Y	
Package/Complete Choice and Area Plus	R,B	E, M	N,C,V,W,P,Q	Yes	No	No	No	Y	Y	Y	
Package/Complete Choice and Area Plus	R,B	E, M	T	No	No	No	Yes	Y	Y	N	
Pathlink/ Primary Rate ISDN	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N	
4-WIRE ISDN PRI UNE COMBO	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	
Pay Phone Provider	B	E,M	C,D,T,N,V,W,P,Q	Yes	No	No	No	Y	Y	Y	
PBX Standalone Port	C	F	N,C,D	No	Yes	Yes	Yes	Y	Y	N	
PBX Trunks	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	Yes	Y	Y	N	
PIC/LPIC Change	R,B,C	E,M	C,V,P,Q,T	Yes	No	No	No	Y	Y	Y	
PIC/LPIC Freeze	R,B,C	E,M	N,C,V,P,Q,T	Yes	No	No	No	Y	Y	Y	
PORT/LOOP COMBO 2-WIRE PBX	C	M	N,C,D,V	No	No	No	Yes	Y	Y	N	
Port/Loop Simple	U	M	N,C,D,V	Yes	No	No	No	Y	Y	Y	
Preferred Call Forward	R,B,U	E,M	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
RCF Basic	R,B	E,M	N,D,W,V,P,Q,T	No	No	No	Yes	Y	Y	N	
Remote Access to CF	R,B	E,M	C,D,N,V,W,P,Q,T	No	No	No	NA	Y	Y	N	
Repeat Dialing	R,B	E,M	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Ringmaster	R,B	E,M	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Smartpath	R,B	E	C,D,T,N,V,W	No	Yes	Yes	NA	N	N	N	
SmartRING	C	E	N,D,C,V,W	No	Yes	Yes	NA	N	N	N	
Speed Calling	R,B	E,M	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Synchronet	C	E	N,D,C,V,W	No	Yes	Yes	Yes	Y	Y	N	
Three Way Call Block	R,B	E,M	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	N	

Product	PRODUCT TYPE	REQTYPE	ACT TYPE	F/T[3]	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING[1]	EDI	TAG[2]	LENS[4]	COMMENTS
Tie Lines	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N	
TOLL FREE DIALING (TFD)	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N	
Touchtone	R,B	E	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Unbundled Loop-Analog 2W, SL1, SL2	U	A,B	D,N,V	Yes	UNE	No	No	Y	Y	Y	
Unbundled Loop-Analog 2W, SL1,SL2	U	A,B	C **	Yes	UNE	No	Yes	Y	Y	Y	
Unbundled Universal Digital Channel (UDC) Loop	U	A	N,D	Yes	UNE	No	No	Y	Y	Y	
WATS*	C	E	W,D,N,C,V	No	Yes	Yes	NA	N	N	N	
XDSL	U	A,B	N,C,V,D	Yes	UNE	No	No	Y	Y	Y	
XDSL	U	A,B	T	No	No	No	Yes	Y	Y	N	

Product: U-UNE; C-Complex; B-Business; R-Residence

Reqtype: A-Loop; B-Loop with LNP/INP, C-LNP/INP; E-Resale; F-Port; J-Directory Listing and Directory Assistance; M- UNE-P; N-DID Resale; P-Centrex Resale, ACT: N-New installation ; C-Change an existing account; D-Disconnection; T-Outside move of end user location; R-Record activity is for ordering administrative changes; V-Conversion of service to new LSP as specified; W-Conversion of service to new LSP "as is"; S-Suspend; B-Restore; Y-Deny; L-Seasonal Suspend; P-Partial Migration (initial); Q-Partial Migration (subsequent)

Note 1: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow-through due to the complexity of the service.

Note 2: The TAG column includes thse LSRs submitted via Robo TAG

Note 3: For all services that indicate 'No' for flow-through, the following reasons, in addition to complex services or complex order, also prompt manual handling: Expedites from CLECs, special pricing plans, partial migrations (although conversions-as-is flow through for issue 9 unless migrating the main TN and a new TN must be assigned), class of service invalid in certain states with some TOS e.g. government, or cannot be changed when changing main TN on C activity, pnding order review required (Example: Any pending service order (PSO) not related to current PON, pending service order (PSO) with multiple service orders pending realted to current PON and SUP received), more than 25 business lines and more than 15 loops, CSR inaccuracies such as invalid or missing CSR data in CRIS, Directory listings with Indentions or Captions, , transfer of calls option for CLEC end user – new TN not yet posted to CRIS.

Note 4: Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple.

Note 5: The following list of items will not FT:

LSRs with Project or RPON fields populated

**SL1 REQTYP A, ACT C, LNA N, C, or D

**SL2 REQTYP A, ACT C, LNA C

REQTYP B, C, ACT P when migrating main telephone number

REQTYP B, C ACT V with Complex

REQTYP E, M, N and P; ACT = V, LNA = V (LNP to Resale/UNE Switched Combinations)

Attachment 10

BellSouth Disaster Recovery Plan

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

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

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

2.0 SINGLE POINT OF CONTACT

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

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

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

3.0 IDENTIFYING THE PROBLEM

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

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

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

3.1 SITE CONTROL

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

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

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

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

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

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

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

3.2 ENVIRONMENTAL CONCERNS

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

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

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

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

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

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

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

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

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

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

5.0 RECOVERY PROCEDURES

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

5.1 CLEC OUTAGE

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

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

5.2 BELLSOUTH OUTAGE

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

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

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

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

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and

e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

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

6.0 T1 IDENTIFICATION PROCEDURES

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

7.0 ACRONYMS

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

Hurricane Information

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

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

BST Disaster Management Plan

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

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1.0 The Parties agree that Andrex is entitled to order any Unbundled Network Element, Interconnection option, service option or Resale Service required to be made available by FCC or Commission requirements pursuant to the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"). Andrex also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 11.

2.0 BONA FIDE REQUEST

2.1 A Bona Fide Request (BFR) is to be used when Andrex makes a request of BellSouth to provide a new or modified Unbundled Network Element, Interconnection option, or other service option (Requested Services) pursuant to the Act that was not previously included in this Agreement.

2.2 A BFR shall be submitted in writing by Andrex and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include Andrex's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to Andrex's designated BellSouth Sales contact.

2.3 If BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the BFR, BellSouth shall notify Andrex within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the evaluation of the BFR. Andrex shall submit such fee within thirty (30) business days of BellSouth's notice that a fee is required. Within thirty (30) business days of BellSouth's receipt of the fee, BellSouth shall respond to Andrex by providing a preliminary analysis of such Requested Services that are the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under

the Act. If preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the BFR, within thirty (30) business days of its receipt of the BFR, BellSouth shall respond to Andrex by providing a preliminary analysis of such Requested Services that are the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act.

2.4 Andrex may cancel a BFR at any time. If Andrex cancels the request more than ten (10) business days after submitting the BFR request, Andrex shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation in addition to any fee submitted in accordance with Section 2.3 above.

2.5 Andrex will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR as set forth in Section 2.4. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR (Development Costs). Development costs are non-refundable. If Andrex fails to respond within this 30-day period, the BFR will be deemed cancelled.

2.5.1 BellSouth shall propose a firm price quote and a detailed implementation plan within thirty (30) business days of receipt of Andrex's acceptance of the preliminary analysis.

2.5.2 Andrex shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote.

2.6 Unless Andrex agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

2.7 If Andrex believes that BellSouth's firm price quote is not consistent with the requirements of the Act, or if either Party believes that the other is not acting in good faith in requesting, negotiating or processing the BFR, either Party may seek FCC or Commission arbitration, as appropriate, to

resolve the dispute. Any such arbitration applicable to Unbundled Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.

2.8 Upon agreement to the rates, terms and conditions of a BFR, an amendment to this Agreement may be required.

3.0 NEW BUSINESS REQUEST

3.1 A New Business Request (NBR) is to be used by Andrex to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested Enhanced Services).

3.2 An NBR shall be submitted in writing by Andrex and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The request shall be sent to Andrex's designated BellSouth Sales contact.

3.3 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the NBR, BellSouth shall notify Andrex that a fee will be required prior to the evaluation of the NBR. Andrex shall submit such fee within ten (10) business days of BellSouth's notice that a fee is required. BellSouth shall use reasonable efforts to respond to the NBR within (30) business days following BellSouth's receipt of the fee by providing a preliminary analysis of such Requested Enhanced Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Enhanced Services or confirm that BellSouth will not offer the Requested Enhanced Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested Services or is otherwise not required to be provided under the Act. If preliminary analysis of the requested NBR is not of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the NBR, BellSouth will use reasonable efforts to respond to Andrex within thirty (30) business days of its receipt of an NBR by providing a preliminary analysis of such Requested Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Enhanced Services or

confirm that BellSouth will not offer the Requested Enhanced Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested Services or is otherwise not required to be provided under the Act.

3.4 Andrex may cancel an NBR at any time. If Andrex cancels the request more than ten (10) business days after submitting it, Andrex shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation in addition to any fee submitted in accordance with Section 3.3 above.

3.5 Andrex will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR as set forth in section 3.4. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the NBR. If Andrex fails to respond within this 30-day period, the NBR will be deemed cancelled.

3.6 If Andrex accepts the preliminary analysis, BellSouth shall propose a firm price quote and a detailed implementation plan within sixty (60) business days of receipt of Andrex's acceptance of the preliminary analysis and nonrecurring fees quoted in the preliminary analysis.

3.7 Andrex shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote.

3.8 Upon agreement to the terms of a NBR, an amendment to this Agreement, or a separate agreement, may be required.