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BELLSOUTH

ORIGINAL

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COMMISSION
CLERK

September 1, 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 Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. and ALLTEL Communications, Inc (ACI)

Dear Ms. Bayo:

Please find enclosed for filing and approval, the original and two copies of the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. (BellSouth) and ALLTEL Communications, Inc (ACI)

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

Very truly yours,

M M Criser III/RH

Regulatory Vice President

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DOCUMENT NUMBER-DATE
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Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

By and Between

BellSouth Telecommunications, Inc.

And

ALLTEL Communications, Inc. (ACI)

INTERCONNECTION

AGREEMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, INC.

AND

ALLTEL COMMUNICATIONS, INC. (CMRS & CLEC)

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia Corporation, and ALLTEL Communications, Inc., a Delaware Corporation, for itself and on behalf of its wireless service provider affiliates and subsidiaries listed in Attachment 3 Exhibit F (collectively referred to herein as "Carrier") and shall be deemed effective on the effective date as defined herein. This Agreement may refer to either BellSouth or Carrier or both as a "Party" or "Parties."

WITNESSETH

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

WHEREAS, ALLTEL Communications, Inc. is a Competitive Local Exchange Carrier ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, ALLTEL Communications, Inc. is both a CLEC and a CMRS provider and the services are provisioned pursuant to this regional Agreement to Carrier for both its CLEC and CMRS businesses;

WHEREAS, the Parties desire to memorialize their respective obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 and desire to replace any and all other prior agreements between the Parties on the subject hereof, both written and oral;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Carrier 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.

CLEC Carrier refers to ALLTEL Communications, Inc. when acting as a Competitive Local Exchange Carrier and does not include ALLTEL Communications Inc., or any of the affiliates that are a party to this Agreement and listed in Attachment 3 Exhibit F, acting as a Commercial Mobile Radio Service Provider.

CMRS Carrier refers to ALLTEL Communications, Inc. when acting as a Commercial Mobile Radio Service Provider or one of the affiliates that are a party to this Agreement and listed in Attachment 3 Exhibit F when acting as a Commercial Mobile Radio Service Provider and does not include ALLTEL Communications Inc., or any of the affiliates that are a party to this Agreement and listed in Attachment 3 Exhibit F, acting as a Competitive Local Exchange Carrier.

Commercial Mobile Radio Service (CMRS) means a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide wireless service.

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

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.

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.

Point of Interconnection (POI) is defined as the physical geographic location(s), within BellSouth's service area within a LATA, at which the Parties terminate interconnection facilities for the origination and/or termination of traffic. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between BellSouth's network and Carrier's network.

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 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.).

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.

Third Party Carrier is any telecommunications carrier other than Carrier or BellSouth.

Transit Traffic is traffic originating on Carrier's network that is switched and/or transported by BellSouth and delivered to a Third Party Carrier's network, or traffic originating on a Third Party Carrier's network that is switched and/or transported by BellSouth and delivered to Carrier's network.

1. Purpose

1.1 This Agreement specifies the rights and obligations of the Parties with respect to the establishment of local interconnection, the resale of BellSouth's telecommunications services, and the purchase of BellSouth's unbundled network elements ("UNEs"). This regional Agreement is entered into by BellSouth and Carrier (solely with respect to Carrier's CMRS and CLEC Carrier's CLEC businesses) as the result of negotiation and compromise for the sole purpose of establishing a single interconnection arrangement between the Parties. As such the Parties intend for this Agreement to be applicable to both the CLEC and CMRS interconnection arrangements as a single unified interconnection arrangement.

1.2 Specific interconnection arrangements are found in Attachment 3.

2. Term of the Agreement

2.1 The term of this Agreement shall be three (3) years, beginning on the Effective Date and shall apply to the BellSouth territory in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. 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 one hundred and eighty(180) days prior to the expiration of this Agreement, either party may request negotiation of a successor agreement by written notice to the other Party. The date of this notice will be the starting point for the negotiation window under section 252 of the Act. If, within one hundred and thirty-five (135) days of commencing the negotiation, 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.

2.3 Notwithstanding the foregoing and except as set forth in Section 2.4. below, in the event that, as of the date of the expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 252 of the Act, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Carrier pursuant to BellSouth's then current standard Interconnection Agreement or Carrier may exercise its rights under Section 252(i) of the Act.

2.4 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the Subsequent Agreement becomes effective. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.

3. Interconnection Compensation

3.1 Compensation for Call Transport and Termination for CLEC Local Traffic, ISP Bound Traffic and Wireless Local Traffic is the result of negotiation and compromise between BellSouth and Carrier (solely with respect to Carrier's CMRS and CLEC Carrier's CLEC businesses) . The Parties' agreement to establish a bill and keep compensation arrangement was based upon extensive evaluation of costs incurred by each Party for the termination of traffic and consideration of the balance of traffic anticipated and experienced. Carrier provided BellSouth a substantial cost study supporting its CMRS termination costs. The bill and keep arrangement is contingent upon the agreement by the Parties to adhere to bill and keep solely with respect to Carrier's CMRS and CLEC Carrier's CLEC businesses. Should Carrier opt into another interconnection arrangement with BellSouth pursuant to 252(i) of the Act which calls for reciprocal compensation with respect to Carrier's CMRS or CLEC Carrier's CLEC local traffic, the bill and keep arrangement provided for under this Agreement shall be subject to termination or renegotiation as deemed appropriate by BellSouth.

3.2 The provisions of this Agreement, including but not limited to Section 3.3 agreeing to the application of "bill and keep" with respect to reciprocal compensation of local traffic exchanged between the Parties (the "Bill and Keep Provision"), represents a compromise of various terms and conditions. The provisions of this Agreement, including the Bill and Keep Provision do not represent and may not be deemed, construed, implied, held out, referenced, or cited by either Party as an endorsement, acceptance, acknowledgement or concession by the other Party that the provisions are appropriate, required or acceptable by either Party with respect to any other traffic termination or exchange agreement by a Party or any affiliate of a Party and this Agreement shall be limited in applicability solely to the specific circumstances and Parties to this Agreement.

3.3 The Parties agree to a bill-and-keep arrangement for usage on CLEC Carrier's Local Traffic, ISP-bound traffic, and Carrier's CMRS Local Traffic, in lieu of any per minute of use rates for network elements associated with the transport and termination of CLEC Carrier's Local Traffic, ISP-bound Traffic, and Carrier's CMRS Local Traffic. Such bill-and-keep arrangement is not in lieu of trunk charges and associated dedicated transport, transit traffic, or interMajor Trading Area traffic, compensations that are addressed in Attachment 3.

3.4 Neither Party shall represent, route, disguise, misrepresent, characterize, report, record, bill or depict switched access services traffic (e.g. FGA, FGB, FGD) as Local Traffic.

4. CLEC CERTIFICATION

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

4.2 To the extent CLEC Carrier is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, CLEC Carrier 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.

5. PARITY

When CLEC Carrier 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 CLEC Carrier 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 Carrier 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 Carrier.

6. Intellectual Property Rights and Indemnification

6.1 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.

6.2 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.

6.3 **Intellectual Property Remedies**

6.3.1 Indemnification. The Party providing a service pursuant to this Agreement, the Indemnifying Party, will defend the Party receiving such service or data, the Indemnified Party, provided as a result of such service against claims of infringement arising solely from the use by the Indemnified Party of such service in the manner contemplated under this Agreement and will indemnify the Indemnified Party for any damages awarded based solely on such claims in accordance with Section 8 below.

6.3.2 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:

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

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

6.3.2.3 In the event Section 6.3.2.1 or 6.3.2.2 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.

6.3.3 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 Indemnified Party ; (ii) use by the Indemnified Party of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the Indemnifying Party , provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the Indemnified Party which would necessarily result in infringement; or (iv) continued use by the Indemnified Party of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

6.3.4 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.

6.3.5 Dispute Resolution. Any claim arising under this Section 6 shall be excluded from the dispute resolution procedures set forth in Section 10 of this Agreement and shall be brought in a court of competent jurisdiction.

7. RATE TRUE-UP

7.1 This section applies to Network Interconnection and/or Unbundled Network Elements and Other Services. These rates (collectively the True-Up rates) that are expressly subject to true-up under this Agreement in accordance with this section.

7.2 The 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.

7.3 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 Carrier specifically or upon all carriers generally, such as a generic cost proceeding.

8. Liability and Indemnification

8.1 Nothing herein shall require indemnification by a Party with respect to the other Party's own gross negligence or willful misconduct.

8.2 Liability for Acts or Omissions of Third Parties. Neither Party, shall be liable to the other Party for any act or omission of another Telecommunications company providing services to the other Party.

8.3 Limitation of Liability

8.3.1 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.

8.3.2 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 provided in this Agreement .

8.3.3 Neither BellSouth nor Carrier 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 it performs the disconnection.

8.3.4 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.

8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limit liability, with respect to 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.

8.4 Indemnification for Certain Claims. The Party providing services hereunder, the Indemnified Party, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder, the Indemnifying Party, against any claim, loss or damage arising from the Indemnifying 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 Indemnifying Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such Party's use or reliance on the Indemnified Party's services, actions, duties, or obligations arising out of this Agreement.

8.5 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.

8.6 The obligations of the Parties contained within this Section 8 shall survive the expiration of this Agreement.

9. Modification of Agreement

9.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Carrier any agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The adopted agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provision shall expire on the same date as set forth in the agreement that was adopted.

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

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

9.4 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement or was relied upon by a Party in negotiating any provision of this agreement or materially changes any rule, law or judicial or administrative decision that was the basis of the requirement, obligation or right upon which any provision of this Agreement was negotiated, or materially impairs the ability of Carrier or BellSouth to perform any material terms of this Agreement, Carrier or BellSouth may, on twenty (20) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 14.

10. Taxes and Fees

10.1 **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. For purposes of this section, "Imposed" means required by applicable law, rule or ordinance.

10.2 **Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party**.

10.2.1 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.

10.2.2 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.

10.3 **Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party**.

10.3.1. 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.

10.3.2 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.

10.3.3 If the Purchasing Party determines in its opinion that 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 the Purchasing Party is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, 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.

10.3.4 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.

10.3.5 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.

10.3.6 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.

10.3.7 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.

10.3.8 The Purchasing Party shall have the right, at its own expense, to claim a refund or credit, in its own name or on the Providing Party's behalf, of any such tax or fee that it determines to have paid in error, and the Purchasing Party shall be entitled to any recovery thereof.

10.4 **Taxes And Fees Imposed On Providing Party But Passed On To Purchasing Party**.

10.4.1 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.

10.4.2 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.

10.4.3 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. If, after consultation in accordance with the preceding paragraph, the Purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the Providing Party, after receipt of a written request by the Purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the Purchasing Party, the Purchasing Party may utilize the dispute resolution process outlined in Section 14 of this Agreement. Utilization of the dispute resolution process shall not relieve the Purchasing Party from liability for any tax or fee billed by the Providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the Purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the Providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

10.4.4 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.

10.4.5 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.

10.4.6 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.

10.4.7 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.

10.5 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.

11. Treatment of Proprietary and Confidential Information

11.1 It may be necessary for BellSouth and Carrier, 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.

11.2 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.

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

11.3.1 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.

11.4 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.

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

11.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

11.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 11 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.

11.8 Force Majeur. 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 Carrier, 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.

12. 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).

13. 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.

14. 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 Parties will initially refer the issue to the appropriate company representatives. If the issue is not resolved either Party may petition the Commission for a resolution of the dispute. However, each Party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

15. Waivers

Any failure or delay by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

16. Assignment

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate 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. 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, Neither Party shall assign this Agreement to any Affiliate or non-affiliated entity unless either (1) the assigning pays all undisputed bills, past due and current, under this Agreement, or (2) the assignee expressly assumes liability for payment of such bills.

17. Amendment

Subject to the provisions of Section 9.4, this Agreement may not be amended in any way except upon written consent of the Parties.

18. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality or unenforceability, and the Parties shall negotiate in good faith to reformulate such invalid, illegal or unenforceable provision to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such remaining provisions hereof as may be valid without defeating the original intent of such provisions.

19. Survival

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

20. 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 the appropriate state regulatory 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.

21. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

22. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, the Parties agree to share equally in the costs of such fees. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as CLEC Carrier is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

23. Notices

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

BellSouth Telecommunications, Inc.	**ALLTEL Communications, Inc.**
Managing Director-Wireless Interconnection	Attn: Director-Negotiations

3535 Colonnade Parkway
NW1A
Birmingham, AL 35243
Fax: 205/977-7692

Attn: Legal Dept. "Wireless Attorney"
Suite 4300
675 W. Peachtree St. NE
Atlanta, GA 30375

Bellsouth Local Contract Manager
600 North 19th Street, 8th Floor
Birmingham, AL 35203

And:

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

Billing Notices:

IIPC-BellSouth
600 North 19th Street, 8th Floor
Birmingham, AL 35203

One Allied Drive
Mailstop: B5F04-D
Little Rock, AR 72202
Fax: 501.905.6299

And:

Legal Department
One Allied Drive
Mailstop: B5F11-C
Little Rock, AR 72202
Fax: 501.905.4443

Billing Notices:

Attn: Steve Deluca
c/o BroadMargin
3655 North Point Pkwy, Suite 200
Alpharetta, GA 30005

Billing Inquires:

Wholesale Billing Services
Phone: 1/800.351.4241
Email: ACI.CABS.ALLTEL.com

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

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

23.3 Notwithstanding the foregoing, BellSouth may provide Carrier notice via Internet posting of changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement and any other information of general applicability.

24. 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.

25. Multiple Counterparts

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

26. Compliance with Applicable Law

Each Party shall comply at its own expense with applicable law.

27. Entire Agreement

This Agreement and its Attachments, attached hereto and incorporated herein by this 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 herein and merges all prior discussions between them. Any orders placed under prior agreement between the Parties shall be governed by the terms of this Agreement and the Parties acknowledge and agree that any and all amounts and obligations owed under prior agreements between the Parties shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services were provisioned or requested 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. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

This Agreement includes Attachments with provisions for the following:

Resale
Network Elements and Other Services
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

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

BellSouth Telecommunications, Inc.

By: _____

Name: Randy J. Ham

Title: Asst Director – Wireless Interconnection

Date: 7/30/04

By: _____

Name: Kristen E. Rowe

Title: Director

Date: 7/30/04

ALLTEL Communications, Inc.

By: _____

Name: Michael D. Rhoda

Title: Vice President Business Development

Date: 7/30/04

Attachment 1

Resale

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RESALE

1. Discount Rates

1.1 The discount rates applied to CLEC Carrier 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 CLEC Carrier for the purposes of resale to CLEC Carrier's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Attachment and subject to the exclusions and limitations set forth in Exhibit A to this Attachment.

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 CLEC Carrier, 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 CLEC Carrier for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff (GSST) and Private Line Services Tariff (PLST), to customers who are not telecommunications carriers.

3.1.1 When CLEC Carrier 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 CLEC Carrier does not resell Lifeline service to any end users, and if CLEC Carrier agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's GSST, the discount shall be 21.56%.

3.1.2.1 In the event CLEC Carrier resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier must resell services to other End Users.

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

3.3 CLEC Carrier 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 CLEC Carrier for said services.

3.4 CLEC Carrier 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 CLEC Carrier. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of CLEC Carrier. 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier, BellSouth will provide CLEC Carrier with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. CLEC Carrier acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. CLEC Carrier acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier (CLLI) Code; and in such instances, CLEC Carrier 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 CLEC Carrier to designate up to 100 intermediate telephone numbers per CLLI code, for CLEC Carrier's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. CLEC Carrier acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLI code 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 CLEC Carrier's End Users, pursuant to Section 6 of the General Terms and Conditions.

3.13 If CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier remain the property of BellSouth.

3.15 White page directory listings for CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 Attachment. 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. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

3.16.3 Denial/Restoral OSS Charge. In the event CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier per the Bona Fide Request/New Business Request process as set forth in Attachment 11 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 CLEC Carrier acquires an End User whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to CLEC Carrier that Special Assembly at the wholesale discount at CLEC Carrier's option. CLEC Carrier 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 CLEC Carrier customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier, and CLEC Carrier 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 CLEC Carrier

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 CLEC Carrier to establish authenticity of use. Such audit shall not occur more than once in a calendar year. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

4.4 If CLEC Carrier 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 GSST and PLST.

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 GSST and PLST jointly with an Independent Company or other CLEC.

4.5.2 When CLEC Carrier 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 CLEC area will be provisioned and billed by the Independent Company or other CLEC directly to CLEC Carrier.

4.5.4 CLEC Carrier must establish a billing arrangement with the Independent Company or other CLEC 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 at www.interconnection.bellsouth.com.

5. Maintenance of Services

5.1 Services resold pursuant to this Attachment and BellSouth's GSST and PLST and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.2 CLEC Carrier 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 CLEC Carrier accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

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

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

5.6 BellSouth will bill CLEC Carrier 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 CLEC Carrier'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, CLEC Carrier will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services (master account). CLEC Carrier is required to provide the following before a master account is established: blanket letter of authorization (LOA), misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number (OCN) assigned by NECA and a deposit and tax exemption certificate, if applicable.

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

6.2 CLEC Carrier shall provide to BellSouth a blanket LOA certifying that CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier to BellSouth or will accept a request from another CLEC for conversion of the End User's service from CLEC Carrier to such other CLEC. Upon completion of the conversion BellSouth will notify CLEC Carrier 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 CLEC Carrier's End User on behalf of, and at the request of, CLEC Carrier. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of CLEC Carrier.

7.1.2 At the request of CLEC Carrier, BellSouth will disconnect an CLEC Carrier End User customer.

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

7.1.4 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier and/or the End User against any claim, loss or damage arising from providing this information to CLEC Carrier. It is the responsibility of CLEC Carrier 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.

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

8.1.1.1 Process 0+ and 0- dialed local calls

8.1.1.2 Process 0+ and 0- intraLATA toll calls.

8.1.1.3 Process calls that are billed to CLEC Carrier end user's calling card that can be validated by BellSouth.

8.1.1.4 Process person-to-person calls.

8.1.1.5 Process collect calls.

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

8.1.1.7 Process station-to-station calls.

8.1.1.8 Process Busy Line Verify and Emergency Line Interrupt requests.

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

8.1.1.10 Process operator-assisted directory assistance calls.

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

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

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

8.1.1.14 Direct customer account and other similar inquiries to the customer service center designated by CLEC Carrier.

8.1.1.15 Provide call records to CLEC Carrier in accordance with ODUF standards.

8.1.2 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 CLEC Carrier's end user. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's GSST to one of the provided listings.

8.2.3 Directory Assistance Service Updates

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

8.2.3.1.1 New end user connections
8.2.3.1.2 End user disconnections
8.2.3.1.3 End user address changes

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

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

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

8.3.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for CLEC Carrier to have its 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.

8.3.3 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.

8.3.4 Where available, CLEC Carrier specific and unique line class codes are programmed in each BellSouth end office switch where CLEC Carrier intends to service end users with customized OCP/DA branding. The line class codes specifically identify CLEC Carrier'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 CLEC Carrier intends to provide CLEC Carrier-branded OCP/DA to its end users in these multiple rate areas.

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

8.3.6 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 Line Class Code in each BellSouth central office.

8.3.7 Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by CLEC Carrier 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 CLEC Carrier'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	Non-RecurCharges	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 CLEC Carrier.

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 CLEC Carrier.

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 CLEC Carrier 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 CLEC Carrier and pursuant to which BellSouth, its LIDB customers and CLEC Carrier shall have access to such information. In addition, this Agreement sets forth the terms and conditions for CLEC Carrier's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. CLEC Carrier 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 CLEC Carrier, 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 CLEC Carrier'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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier of fraud alerts so that CLEC Carrier 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 CLEC Carrier pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to CLEC Carrier 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 CLEC Carrier's data from BellSouth's data, the following shall apply:

(1) BellSouth will identify CLEC Carrier end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. CLEC Carrier 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 CLEC Carrier and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to CLEC Carrier. It shall be the responsibility of CLEC Carrier and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

A. CLEC Carrier will not be charged a fee for storage services provided by BellSouth to CLEC Carrier, 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 CLEC Carrier 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 CLEC Carrier, BellSouth will provide the Optional Daily Usage File (ODUF) service to CLEC Carrier pursuant to the terms and conditions set forth in this section.

2. CLEC Carrier shall furnish all relevant information required by BellSouth for the provision of 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 an CLEC Carrier customer.

4. Charges for ODUF will appear on CLEC Carrier'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. CLEC Carrier 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.

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

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

7.1 ODUF Message to be Transmitted

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

- 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

7.1.2 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.

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 CLEC Carrier.

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

7.2 ODUF Physical File Characteristics

7.2.1 ODUF will be distributed to CLEC Carrier 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.

7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and CLEC Carrier for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, CLEC Carrier will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC Carrier 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 CLEC Carrier. Additionally, all message toll charges associated with the use of the dial circuit by CLEC Carrier will be the responsibility of CLEC Carrier. 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 CLEC Carrier end for the purpose of data transmission will be the responsibility of CLEC Carrier.

7.2.3 If CLEC Carrier utilizes FTP for data file transmission, purchase of FTP software will be the responsibility of CLEC Carrier.

7.3 ODUF 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 CLEC Carrier which BellSouth RAO is sending the message. BellSouth and CLEC Carrier will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC Carrier and resend the data as appropriate.

The data will be packed using ATIS EMI records.

7.4 ODUF Pack Rejection. CLEC Carrier 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. CLEC Carrier will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CLEC Carrier by BellSouth.

7.5 ODUF Control Data. CLEC Carrier will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CLEC Carrier 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 CLEC Carrier for reasons stated in the above section.

7.6 ODUF Testing. Upon request from CLEC Carrier, BellSouth shall send test files to CLEC Carrier for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that CLEC Carrier set up a production (live) file. The live test may consist of CLEC Carrier's employees making test calls for the types of services CLEC Carrier requests on ODUF. These test calls are logged by CLEC Carrier, 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 CLEC Carrier, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to CLEC Carrier 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. CLEC Carrier shall furnish all relevant information required by BellSouth for the provision of EODUF.

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

4. Charges for delivery of EODUF will appear on CLEC Carrier'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 CLEC Carrier will be the responsibility of CLEC Carrier. If, however, CLEC Carrier should encounter significant volumes of errored messages that prevent processing by CLEC Carrier within its systems, BellSouth will work with CLEC Carrier 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 CLEC Carrier:

Customer usage data for flat rated local call originating from CLEC Carrier'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 ODUF. Any duplicate messages detected will be deleted and not sent to CLEC Carrier.

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

7.2 Physical File Characteristics

7.2.1 The EODUF feed will be distributed to CLEC Carrier via Connect: Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. EODUF messages will be intermingled among CLEC Carrier's ODUF messages. EODUF will be a variable block format. The data on 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 CLEC Carrier for the purpose of data transmission as set forth in Section 7.2.2 in Exhibit C above.

7.2.3 If CLEC Carrier utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of CLEC Carrier.

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 CLEC Carrier which BellSouth RAO is sending the message. BellSouth and CLEC Carrier will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC Carrier and resend the data as appropriate.

The data will be packed using ATIS EMI Records.

RESALE DISCOUNTS AND RATES - Alabama														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					16.30										
		Business %					16.30										
		CSAs %					16.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) 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																
		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						84.70	84.70	14.11	14.11						
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.000011										
		ODUF: Message Processing, per message					0.004101										
		ODUF: Message Processing, per Magnetic Tape provisioned					42.67										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.000094										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.22										

RESALE DISCOUNTS AND RATES - Florida														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								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) 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																
		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	11.46	11.46						
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										

RESALE DISCOUNTS AND RATES - Georgia														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					20.30										
		Business %					17.30										
		CSAs %					17.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) 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																
		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						102.19	61.15	12.68	6.34						
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000068										
		ODUF: Message Processing, per message					0.002167										
		ODUF: Message Processing, per Magnetic Tape provisioned					36.06										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010856										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.227409										

RESALE DISCOUNTS AND RATES - Kentucky														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					16.79										
		Business %					15.54										
		CSAs %					15.54										
OPERATIONAL SUPPORT SYSTEMS (OSS) 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																
		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						93.53	93.53	15.58	15.58						
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000136										
		ODUF: Message Processing, per message					0.002506										
		ODUF: Message Processing, per Magnetic Tape provisioned					35.90										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010372										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.235889										

RESALE DISCOUNTS AND RATES - Louisiana														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					20.72										
		Business %					20.72										
		CSAs %					9.05										
OPERATIONAL SUPPORT SYSTEMS (OSS) 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																
		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						82.25	82.25								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000117										
		ODUF: Message Processing, per message					0.004641										
		ODUF: Message Processing, per Magnetic Tape provisioned					48.45										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010568										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.250015										

RESALE DISCOUNTS AND RATES - Mississippi														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					15.75										
		Business %					15.75										
		CSAs %					15.75										
OPERATIONAL SUPPORT SYSTEMS (OSS) 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																
		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						85.19	85.19	14.19	14.19						
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000063										
		ODUF: Message Processing, per message					0.004707										
		ODUF: Message Processing, per Magnetic Tape provisioned					49.04										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010669										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.250424										

RESALE DISCOUNTS AND RATES - North Carolina														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					21.50										
		Business %					17.60										
		CSAs %					17.60										
OPERATIONAL SUPPORT SYSTEMS (OSS) 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																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		2.28	0.00	2.28	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		18.27	0.00	18.27	0.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						82.25									
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000117										
		ODUF: Message Processing, per message					0.002446										
		ODUF: Message Processing, per Magnetic Tape provisioned					35.54										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00004										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.2285406										

RESALE DISCOUNTS AND RATES - South Carolina															Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					14.80										
		Business %					14.80										
		CSAs %					8.98										
OPERATIONAL SUPPORT SYSTEMS (OSS) 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																
		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						84.89	84.89	14.14	14.14						
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000216										
		ODUF: Message Processing, per message					0.004704										
		ODUF: Message Processing, per Magnetic Tape provisioned					48.87										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010863										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.258301										

RESALE DISCOUNTS AND RATES - Tennessee															Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					16.00										
		Business %					16.00										
		CSAs %					16.00										
OPERATIONAL SUPPORT SYSTEMS (OSS) 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																
		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						179.60	179.60								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000044										
		ODUF: Message Processing, per message					0.0027366										
		ODUF: Message Processing, per Magnetic Tape provisioned					52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000339										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.004										

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 unbundled network elements (Network Elements) and combinations of Network Elements that BellSouth agrees to offer to CLEC Carrier 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 CLEC Carrier (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 CLEC Carrier 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 "Network Element" is defined as the unbundled network elements that BellSouth is required to provide CLEC Carrier pursuant to Section 251(c)(3) of the Act and as set forth herein. CLEC Carrier 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 CLEC Carrier, and to the extent technically feasible, provide to CLEC Carrier access to its Network Elements for the provision of CLEC Carrier'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 CLEC Carrier 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 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element, or combination of elements that is available to CLEC Carrier under Section 251(c)(3) of the Telecommunications Act of 1996. Nonrecurring (NRC) 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 CLEC Carrier and BellSouth.

1.6.1 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.

1.7 CLEC Carrier 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 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(8) and (e)(5). If BellSouth has anticipated such RNMs and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A of this Attachment, then BellSouth shall perform such RNMs at no additional charge. RNMs shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such RNMs were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A of this Attachment, then such 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 from CLEC Carrier, BellSouth shall perform the RNM.

1.9 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.

1.10 **Commingling of Services**

1.10.1 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 CLEC Carrier 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.

1.10.2 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.

1.10.3 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.

1.10.4 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 bandwidth circuit and the Central Office Channel Interfaces (COCI) will be billed from the same jurisdictional authorization (agreement or tariff) as the lower bandwidth circuit.

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

1.12 Rates

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

1.12.2 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.

1.12.3 If CLEC Carrier 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 CLEC Carrier in accordance with FCC No. 1 Tariff, Section 5.

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

1.12.5 The rates for North Carolina set forth in Exhibit A of this Attachment shall be replaced, pursuant to the Modification of Agreement section of the General Terms and Conditions, by rates subsequently contained in a BellSouth filed Statement of Generally Available Terms (SGAT) in North Carolina or, if no SGAT rates exist, shall be replaced by rates ordered by the North Carolina Utilities Commission in a generic cost proceeding setting BellSouth's rates for UNES.

2 Unbundled Loops

2.1 General

2.1.1 The local loop Network Element (Loop) is defined as a narrowband transmission facility (i.e., below the DS1 level) between a distribution frame (or its equivalent) in BellSouth's central office and the Loop demarcation point at an End User's premises, including inside wire owned by BellSouth. Facilities that do not terminate at a demarcation point at an End User 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 (NID), 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 premises. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier. 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 A hybrid loop is a local Loop, below the DS1 level, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. For hybrid loops, where CLEC Carrier seeks access to a hybrid loop for the provision of broadband services, BellSouth shall provide CLEC Carrier with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

2.1.1.6 CLEC Carrier 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 CLEC Carrier'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 (OC) 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 CLEC Carrier 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 CLEC Carrier 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), CLEC Carrier 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 CLEC Carrier (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill CLEC Carrier 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 CLEC Carrier will be responsible for testing and isolating troubles on the Loops. CLEC Carrier 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, CLEC Carrier will be required to provide the results of the CLEC Carrier tests which indicate a problem on the BellSouth provided Loop.

2.1.6.2 Once CLEC Carrier has isolated a trouble to the BellSouth provided Loop, and has 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 CLEC Carrier reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge CLEC Carrier 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 CLEC Carrier (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill CLEC Carrier 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 CLEC Carrier to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to CLEC Carrier'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 CLEC Carrier to order a specific time for OC to take place. BellSouth will make every effort to accommodate CLEC Carrier's specific conversion time request. However, BellSouth reserves the right to negotiate with CLEC Carrier 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. CLEC Carrier may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If CLEC Carrier 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 LSR basis.

	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	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, CLEC Carrier must order and will be billed for both OC and OC-TS if requesting OC-TS.					

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 CLEC Carrier when converting an existing unbundled Loop from another CLEC for the same End User. The Loop type being converted must be included in CLEC Carrier'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 CLEC Carrier 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.

2.1.9 **Bulk Migration**

2.1.9.1 If CLEC Carrier requests to migrate twenty-five (25) or more port/loop combination customers to Loops (UNE-L) in the same Central Office on the same due date, CLEC Carrier must use the Bulk Migration process, which is described in the BellSouth CLEC Information Package. 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 NRC 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, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier. 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 CLEC Carrier 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 Digital Loop/DS0 – 64 kbps, 56 kbps and below

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. CLEC Carrier 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 CLEC Carrier or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated. CLEC Carrier 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 18kft long and may have up to 6kft 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 12kft 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 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.

2.4 **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 18kft or less in length and is provisioned according to Resistance Design parameters, may have up to 6kft 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 CLEC Carrier.

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by CLEC Carrier 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 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 CLEC Carrier 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 premise (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 6kft 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 18kft in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18kft 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, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 18kft in length.

2.5.3 For any copper loop being ordered by CLEC Carrier which has over 6kft of combined bridged tap will be modified, upon request from CLEC Carrier, so that the loop will have a maximum of 6kft of bridged tap. This modification will be performed at no additional charge to CLEC Carrier. 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 6kft will be performed at the rates set forth in Exhibit A of this Attachment.

2.5.4 CLEC Carrier 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 (SC) 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 CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier desires BellSouth to condition.

2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for CLEC Carrier, CLEC Carrier will submit a SI to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by CLEC Carrier is available at the location for which the ULM was requested, CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier. 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 CLEC Carrier (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 CLEC Carrier, and if agreed to by both Parties, BellSouth may utilize its SC process to determine the additional costs required to provision facilities. CLEC Carrier 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 premise 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 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 CLEC Carrier to connect CLEC Carrier's Loop facilities to the End User's premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 **Access to NID**

2.7.3.1 CLEC Carrier may access the End User's premises wiring by any of the following means and CLEC Carrier 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 CLEC Carrier 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 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 CLEC Carrier may request BellSouth to make other rearrangements to the End User 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 CLEC Carrier's responsibility to ensure there is no safety hazard, and CLEC Carrier 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 CLEC Carrier shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 CLEC Carrier 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 CLEC Carrier 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 premises and the distribution media and/or cross connect to CLEC Carrier's NID.

2.7.4.3 Existing BellSouth NIDs will be provided in "as is" condition. CLEC Carrier may request BellSouth to do additional work to the NID on a time and material basis. When CLEC Carrier deploys its own local Loops in a multiple-line termination device, CLEC Carrier 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 CLEC Carrier requests a UCSL and it is not available, CLEC Carrier 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 CLEC Carrier, 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 CLEC Carrier's use on this cross-connect panel. CLEC Carrier 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, CLEC Carrier 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. CLEC Carrier'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 CLEC Carrier is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet CLEC Carrier'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 CLEC Carrier 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 CLEC Carrier'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, CLEC Carrier will request sub-loop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when CLEC Carrier requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by CLEC Carrier 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 or 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 User's premises, CLEC Carrier 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 CLEC Carrier for each pair activated commensurate to the price specified in CLEC Carrier'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

NRC 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 NRC 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 Loop Concentration**

2.8.4.1 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 CLEC Carrier, or BellSouth provides ninety (90) calendar days notice that such ULC must be terminated.

2.9 **Loop Makeup**

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to CLEC Carrier LMU information so that CLEC Carrier can make an independent judgment about whether the Loop is capable of

supporting the advanced services equipment CLEC Carrier intends to install and the services CLEC Carrier wishes to provide. This section addresses LMU as a preordering transaction, distinct from CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.9.1.5 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier's ability to provide advanced data services over the ordered Loop type. Further, if CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier needs further Loop information in order to determine Loop service capability, CLEC Carrier may initiate a separate Manual SI for a separate NRC 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/unes.html . 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, CLEC Carrier may reserve up to ten (10) Loop facilities. For a Manual LMUSI, CLEC Carrier may reserve up to three (3) Loop facilities.

2.9.3.2 CLEC Carrier 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 CLEC Carrier. During and prior to CLEC Carrier placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If CLEC Carrier 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. CLEC Carrier will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, CLEC Carrier does not reserve facilities upon an initial LMUSI, CLEC Carrier'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 CLEC Carrier has reserved multiple Loop facilities on a single reservation, CLEC Carrier may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to CLEC Carrier, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by CLEC Carrier.

3 Line Sharing

3.1 General

3.1.1 Line Sharing is defined as the process by which CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier. 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, CLEC Carrier 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, CLEC Carrier 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 TRO.

3.1.5 As of the earlier of October 2, 2006, or the date that the End User discontinues or moves service with CLEC Carrier, 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 CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, CLEC Carrier 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 CLEC Carrier desires to continue providing xDSL service on such Loop, CLEC Carrier shall be required to purchase a full stand-alone Loop UNE. To the extent commercially practicable, BellSouth shall give CLEC Carrier notice in a reasonable time prior to disconnect, which notice shall give CLEC Carrier 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 CLEC Carrier purchases the full stand-alone Loop, CLEC Carrier may elect the type of Loop it will purchase. CLEC Carrier will pay the appropriate recurring and NRC rates for such Loop as set forth in Exhibit A to this Attachment. In the event CLEC Carrier purchases a voice grade Loop, CLEC Carrier acknowledges that such Loop may not remain xDSL compatible.

3.1.10 If CLEC Carrier reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge CLEC Carrier 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 CLEC Carrier with access to the High Frequency Spectrum as follows:

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

3.2.1.2 CLEC Carrier may provide its own splitters or may order splitters in a CO once it has installed its DSLAM in that CO. BellSouth will install splitters within thirty-

six (36) calendar days of CLEC Carrier's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth CRSG.

3.2.1.3 Once a splitter is installed on behalf of CLEC Carrier in a CO in which CLEC Carrier is located, CLEC Carrier shall be entitled to order the High Frequency Spectrum on lines served out of that CO. BellSouth will bill and CLEC Carrier shall pay the electronic or manual ordering charges as applicable when CLEC Carrier 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 CLEC Carrier's data.

3.3 **BellSouth Provided Splitter – Line Sharing**

3.3.1 BellSouth will select, purchase, install, and maintain a CO POTS splitter and provide CLEC Carrier access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to CLEC Carrier's xDSL equipment in CLEC Carrier's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide CLEC Carrier with a carrier notification letter, informing CLEC Carrier of change. CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier's collocation area, if possible; or (ii) in a BellSouth relay rack as close to CLEC Carrier's DS0 termination point as possible. CLEC Carrier 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 CO in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for CLEC Carrier on the main distributing frame in the CO 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 CLEC Carrier DS0 at such time that a CLEC Carrier End User's service is established.

3.4 **CLEC Provided Splitter – Line Sharing**

3.4.1 CLEC Carrier may at its option purchase, install and maintain CO POTS splitters in its collocation arrangements. CLEC Carrier may use such splitters for access to its customers and to provide xDSL 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 CLEC Carrier in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and CLEC Carrier shall pay the rates for such services, as described in Exhibit A.

3.6 **Maintenance and Repair – Line Sharing**

3.6.1 CLEC Carrier shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If CLEC Carrier is using a BellSouth owned splitter, CLEC Carrier 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 CLEC Carrier 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. CLEC Carrier will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.6.3 CLEC Carrier shall inform its End Users to direct data problems to CLEC Carrier, 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 CLEC Carrier, BellSouth will notify CLEC Carrier. CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier'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 shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and the Data LEC may be the same or different carriers.

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

3.8 Maintenance – Line Splitting

3.8.1 CLEC Carrier is responsible for determining if the trouble is a voice or data trouble. CLEC Carrier shall only report voice troubles and troubles with the physical Loop to BellSouth.

3.8.2 CLEC Carrier 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 other service provider, except to the extent caused by BellSouth's gross negligence or wilful misconduct.

4. **Unbundled Network Element Combinations**

4.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by CLEC Carrier 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 CLEC Carrier are not already combined

by BellSouth in the location requested by CLEC Carrier 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 CLEC Carrier are not elements that BellSouth combines for its use in its network.

4.1.1 Upon request, BellSouth shall perform the functions necessary to combine Network Elements in any manner, even if those elements are Not Typically 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 Network Elements or to interconnect with BellSouth's network.

4.2 **Enhanced Extended Links (EELs)**

4.2.1 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 CLEC Carrier with EELs where the underlying UNEs are available. In the event CLEC Carrier converts special access services to UNEs, CLEC Carrier shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

4.3 **Rates**

4.3.1 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 NRC switch-as-is charge set forth in Exhibit A.

4.3.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the NRC 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 NRC rates for those individual Network Elements as set forth in Exhibit A.

4.3.3 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to CLEC Carrier in addition to those specifically referenced in this Section 4.2 above, where available. To the extent CLEC Carrier 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.

5. **Transport**

5.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rules 51.311, 51.319, and Section 251(c)(3) of the Act to DS0 and voice grade interoffice transmission facilities described in this Section 5 on an unbundled basis to CLEC Carrier for the provision of a qualifying service, as set forth herein.

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

5.3 BellSouth shall:

5.3.1 Provide CLEC Carrier 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;

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

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

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

5.4 **Dedicated Transport**

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

5.4.1.1 As capacity on a shared UNE facility.

5.4.1.2 As a circuit (e.g., DS0 and voice grade) dedicated to CLEC Carrier.

5.4.2 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.

5.4.3 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.

5.4.4 Technical Requirements

5.4.4.1 The entire designated transmission service (e.g., DS0 or voice grade) shall be dedicated to CLEC Carrier designated traffic.

5.4.4.2 BellSouth shall offer the following interface transmission rates for DS0 or voice grade Dedicated Transport: DS0 Equivalent

5.4.4.3 BellSouth shall design Dedicated Transport according to its network infrastructure. CLEC Carrier shall specify the termination points for Dedicated Transport.

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

5.4.4.5 Technical BellSouth Technical References:TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6. SS7 Network Interconnection

6.1 SS7 Network Interconnection is the interconnection of CLEC Carrier local signaling transfer point switches or CLEC Carrier 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, CLEC Carrier local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

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

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

6.4 SS7 Network Interconnection shall provide:

6.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
6.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
6.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

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

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

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

6.8 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.

6.9 Interface Requirements

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

6.9.1.1 A-link interface from CLEC Carrier local or tandem switching systems; and
6.9.1.2 B-link interface from CLEC Carrier STPs.

6.9.2 The SPOI 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.

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

6.9.4 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.

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

7. Automatic Location Identification/Data Management System (ALI/DMS)

7.1 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. CLEC Carrier will be required to provide BellSouth daily updates to E911 database. CLEC Carrier 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.

7.2 Technical Requirements

7.2.1 BellSouth shall provide CLEC Carrier the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to CLEC Carrier after CLEC Carrier provides End User information for input into the ALI/DMS database.

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

8. Operational Support Systems

8.1 BellSouth has developed and made available electronic interfaces by which CLEC Carrier may submit LSRs electronically.

8.2 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.

8.3 Denial/Restoral OSS Charge

8.3.1 In the event CLEC Carrier 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.

8.4 Cancellation OSS Charge

8.4.1 CLEC Carrier will incur an OSS charge for an accepted LSR that is later cancelled.

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

8.6 Network Elements and Other Services Manual Additive

8.6.1 The Commissions in some states have ordered per element manual additive NRC 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 - Alabama													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect				OSS Rates($)			
							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															
OPERATIONS 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															
	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															
	OSS-Electronic Service Order Charge, Per LSR-UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS-Manual Service Order Charge, Per LSR-UNE Only				SOMAN		15.66	0.00	1.97	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									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						35.13	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEAL2	12.58	37.81	17.56	23.49	5.30						
	2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEAL2	21.05	37.81	17.56	23.49	5.30						
	2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEAL2	34.34	37.81	17.56	23.49	5.30						
	2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEASL	12.58	37.81	17.56	23.49	5.30						
	2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEASL	21.05	37.81	17.56	23.49	5.30						
	2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEASL	34.34	37.81	17.56	23.49	5.30						
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83								
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		34.16	0.00								
	Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.85	19.85								
	CLEC to CLEC Conversion Charge w/o 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		13.44									
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.15	8.15								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.09									
	2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED															
	2W Unbundled Copper Loop-Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.20	34.14	15.10	21.25	4.15						

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2W Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15						
	2W Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15						
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
	Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		8.15									
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E I)			UEQ	UEQMU		13.44									
	Loop Testing-Basic 1st Half Hour			UEQ	URET1		34.16	0.00								
	Loop Testing-Basic Additional Half Hour			UEQ	URETA		19.85	19.85								
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	14.38	88.00	55.00	47.24	7.44						
	2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	22.85	88.00	55.00	47.24	7.44						
	2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	36.14	88.00	55.00	47.24	7.44						
	2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	14.38	88.00	55.00	47.24	7.44						
	2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	22.85	88.00	55.00	47.24	7.44						
	2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	36.14	88.00	55.00	47.24	7.44						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.72	36.36								
	Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4W Analog VG Loop-Zone 1		1	UEA	UEAL4	25.34	131.97	94.51	59.14	14.50						
	4W Analog VG Loop-Zone 2		2	UEA	UEAL4	38.58	131.97	94.51	59.14	14.50						
	4W Analog VG Loop-Zone 3		3	UEA	UEAL4	60.02	131.97	94.51	59.14	14.50						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.72	36.36								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	21.88	117.24	79.77	52.88	10.54						
	2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	32.85	117.24	79.77	52.88	10.54						
	2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	48.55	117.24	79.77	52.88	10.54						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.63	44.16								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	11.01	110.00	68.00	47.24	7.44						
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	12.73	110.00	68.00	47.24	7.44						
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	14.30	110.00	68.00	47.24	7.44						
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1		1	UAL	UAL2W	11.01	90.00	57.00	47.24	7.44						
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2		2	UAL	UAL2W	12.73	90.00	57.00	47.24	7.44						
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3		3	UAL	UAL2W	14.30	90.00	57.00	47.24	7.44						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UAL	UREWO		86.20	40.40								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	8.74	110.00	68.00	47.24	7.44						
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	10.17	110.00	68.00	47.24	7.44						
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	11.44	110.00	68.00	47.24	7.44						
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	8.74	90.00	57.00	47.24	7.44						
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	10.17	90.00	57.00	47.24	7.44						
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	11.44	90.00	57.00	47.24	7.44						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.14	40.40								
	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	13.95	148.36	68.00	51.70	9.73						

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4X	15.56	148.36	68.00	51.70	9.73						
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	15.25	148.36	68.00	51.70	9.73						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	13.95	94.00	57.00	51.70	9.73						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	15.56	94.00	57.00	51.70	9.73						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	15.25	94.00	57.00	51.70	9.73						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.14	40.40								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	37.88	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	37.88	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	37.88	126.27	88.80	59.14	14.50						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		102.13	49.75								
	2-WIRE Unbundled COPPER LOOP																
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	11.01	112.46	65.30	47.24	7.44						
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	12.73	112.46	65.30	47.24	7.44						
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	14.30	112.46	65.30	47.24	7.44						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCLPW	11.01	91.46	54.30	47.24	7.44						
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCLPW	12.73	91.46	54.30	47.24	7.44						
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCLPW	14.30	91.46	54.30	47.24	7.44						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
	4-WIRE COPPER LOOP																
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	17.36	135.21	88.05	51.70	9.73						
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	20.76	135.21	88.05	51.70	9.73						
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	28.21	135.21	88.05	51.70	9.73						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCL4W	28.21	114.21	67.05	51.70	9.73						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		CLEC to CLEC conversion Charge w/o outside dispatch			UCL	UREWO		97.23	42.48								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		18.09									
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils-2W pr < or = 18kft per Unbundled Loop	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'L
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification Removal of Load Coils-4W < or = 18K ft, per Unbundled Loop	I		UHL, UCL, UEA	ULM4L		0.00	0.00								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ,ULS,UEA, UEANL, UEPSR, UEPSB	ULMBT		32.41	32.41								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA		244.42									
		Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up	I		UEANL	USBSB		22.64									
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC		177.45									
		Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up	I		UEANL	USBSD		55.15									
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1		1	UEANL	USBN2	11.21	65.80	30.96	45.25	6.70						
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2		2	UEANL	USBN2	11.94	65.80	30.96	45.25	6.70						
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3		3	UEANL	USBN2	16.86	65.80	30.96	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.15	8.15								
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		1	UEANL	USBN4	8.46	79.03	44.19	49.71	9.07						
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2		2	UEANL	USBN4	16.67	79.03	44.19	49.71	9.07						
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3		3	UEANL	USBN4	32.57	79.03	44.19	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.15	8.15								
		Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.27	53.01	18.17	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.15	8.15								
		Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	5.16	59.25	24.41	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.15	8.15								
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		34.16	0.00								
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.85	19.85								
		2W Copper Unbundled Sub-Loop Distribution-Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70						
		2W Copper Unbundled Sub-Loop Distribution-Zone 2		2	UEF	UCS2X	8.76	65.80	30.96	45.25	6.70						
		2W Copper Unbundled Sub-Loop Distribution-Zone 3		3	UEF	UCS2X	11.27	65.80	30.96	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		8.15	8.15								
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1		1	UEF	UCS4X	6.11	79.03	44.19	49.71	9.07						
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2		2	UEF	UCS4X	12.61	79.03	44.19	49.71	9.07						
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3		3	UEF	UCS4X	15.36	79.03	44.19	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		8.15	8.15								
		Loop Tagging SL1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.94	0.88								
		Loop Testing-Basic 1st Half Hour			UEF	URET1		34.16	0.00								
		Loop Testing-Basic Additional Half Hour			UEF	URETA		19.85	19.85								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		175.78	5.10								
		Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		175.78	5.10								
		Unbundled Loop Modification, Removal of Bridge Tap, per loop			UEF	ULMBT		278.20	6.11								
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per pr			UENTW	UENPP	0.40	30.01									
	Network Interface Device (NID)																
		Network Interface Device (NID)-1-2 lines			UENTW	UND12		43.23	28.38								
		Network Interface Device (NID)-1-6 lines			UENTW	UND16		63.97	49.11								
		Network Interface Device Cross Connect-2W			UENTW	UNDC2		5.87	5.87								
		Network Interface Device Cross Connect-4W			UENTW	UNDC4		5.87	5.87								
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									
		Unbundled Contact Name, Provisioning Only-no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL,	UNECN	0.00	0.00									
LOOP MAKE-UP																	
		Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		20.00	20.00								

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Loop Makeup-Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		21.00	21.00								
		Loop Makeup--With or w/o Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.59	0.59								
LINE SHARING																	
	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	155.97	188.79	0.00	177.98	0.00						
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	38.99	188.79	0.00	177.98	0.00						
		Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	12.73	377.58	0.00	355.96	0.00						
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		86.47	0.00	49.84	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	18.51	10.60	10.01	4.92						
		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	2.80	18.51	10.60	10.01	4.92						
		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	5.60	18.51	10.60	10.01	4.92						
		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	8.40	18.51	10.60	10.01	4.92						
		Line Sharing- per Subsequent Activity per Line Rearrangement(BST Owned Splitter			ULS	ULSDS		16.39	8.19								
		Line Sharing- per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter			ULS	ULSCS		16.39	8.19								
		Line Sharing- per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	20.02	9.83						
		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	2.80	47.44	19.31	20.02	9.83						
		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	5.60	47.44	19.31	20.02	9.83						
		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	8.40	47.44	19.31	20.02	9.83						
	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-2W VG-Per mi per mo			U1TVX	1L5XX	0.008838										
		Interoffice Channel-Dedicated Transport- 2W VG-Facility Termination			U1TVX	U1TV2	21.13	40.54	27.41	16.74	6.90						
		Interoffice Channel-Dedicated Transport-2W VG Rev Bat-Per Mi per mo			U1TVX	1L5XX	0.008838										
		Interoffice Channel-Dedicated Transport-2W VG Rev Bat-Facility Termination			U1TVX	U1TR2	21.13	40.54	27.41	16.74	6.90						
		Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo			U1TVX	1L5XX	0.008838										
		Interoffice Channel -Dedicated Transport-4W VG-Facility Termination			U1TVX	U1TV4	18.73	40.54	27.41	16.74	6.90						
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			U1TDX	1L5XX	0.008838										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination			U1TDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			U1TDX	1L5XX	0.008838										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination			U1TDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	130.83										
		CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.46	35.53	35.53	16.44	16.44						

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.01	29.01	35.57	35.57						
E911 SERVICE																	
		Local Channel-Dedicated-2-wr VG					13.97	193.10	33.17	36.64	3.20						
		Interoffice Transport-Dedicated-2-wr VG Per mi					0.008838										
		Interoffice Transport-Dedicated-2-wr VG Per Facility Termination					21.13	40.54	27.41	16.74	6.90						
		Local Channel-Dedicated-DS1-Zone 1					35.76	177.47	153.72	22.19	15.26						
		Local Channel-Dedicated-DS1-Zone 2					49.98	177.47	153.72	22.19	15.26						
		Local Channel-Dedicated-DS1-Zone 3					107.63	177.47	153.72	22.19	15.26						
		Interoffice Transport-Dedicated-DS1 Per mi					0.18										
		Interoffice Transport-Dedicated-DS1 Per Facility Termination					60.16	89.27	81.81	16.35	14.44						
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.															
		EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
		2WVG Loop in combination-Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44						
		2WVG Loop in combination-Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44						
		2WVG Loop in combination-Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44						
		Interoffice Transport-2W VG-Dedicated- Per mi Per mo			UNCVX	1L5XX	0.008838										
		Interoffice Transport-2W VG-Dedicated-Facility Termination per mo			UNCVX	U1TV2	21.13	40.54	27.41	16.74	6.90						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
		4WVG Loop in combination -Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50						
		4WVG Loop in combination -Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50						
		4WVG Loop in combination -Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50						
		Interoffice Transport-4W VG-Dedicated-Per mi Per mo			UNCVX	1L5XX	0.008838										
		Interoffice Transport-4W VG-Dedicated- Facility Termination per mo			UNCVX	U1TV4	18.73	40.54	27.41	16.74	6.90						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
		4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50						
		4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50						
		4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50						
		Interoffice Transport-Dedicated-4W 56 kbps combination-Per Mi per mo			UNCDX	1L5XX	0.008838										
		Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination per mo			UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
		4W 64 kbps Lcoal Loop in Combination-Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50						
		4W 64 kbps Lcoal Loop in Combination-Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50						
		4W 64 kbps Lcoal Loop in Combination-Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50						
		Interoffice Transport-Dedicated-4W 64 kbps combination-Per Mi per mo			UNCDX	1L5XX	0.008838										
		Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination per mo			UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		First 4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50						
		First 4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50						
		First 4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50						
		First 4We 56 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.008838										
		First 4W 56 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		First 4W 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50						
		First 4W 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50						
		First 4W 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50						
		First 4W 65 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.008838										
		First 4W 64 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98						

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		NRC Currently Combined Network Elements Switch As Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98						
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)																
		NRC Currently Combined Network Elements Switch -As-Is Charge-2W/4W VG			UNCVX	UNCCC		5.59	5.59	6.98	6.98						
		NRC Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps			UNCDX	UNCCC		5.59	5.59	6.98	6.98						
	Miscellaneous																
		NRC-Order Coordination Specific Time-Dedicated Transport	I		UN1CX	OCOSR		18.93	18.93								
	Note: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							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															
OPERATIONS 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															
	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															
	OSS-Electronic Service Order Charge, Per LSR-UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS-Manual Service Order Charge, Per 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									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57						
	2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57						
	2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57						
	2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEASL	10.69	49.57	22.83	25.62	6.57						
	2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEASL	15.20	49.57	22.83	25.62	6.57						
	2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEASL	26.97	49.57	22.83	25.62	6.57						
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83								
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		48.65	0.00								
	Loop Testing-Basic Additional Half Hour			UEANL	URETA		23.95	23.95								
	CLEC to CLEC Conversion Charge w/o 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-EI)			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 - NON-DESIGNED															
	2W Unbundled Copper Loop-Non-Designed Zone 1	I	1	UEQ	UEQ2X	7.69	44.98	20.90	24.88	6.45						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	10 92	44.98	20.90	24.88	6.45						
		2W Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	19.38	44.98	20.90	24 88	6.45						
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
		Manual Order Coordination 2W Unbundled Copper Loop-ND (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	0 00								
		Loop Testing-Basic Additional Half Hour			UEQ	URETA		23.95	23.95								
		CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	12.24	135.75	82 47	63.53	12.01						
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	17.40	135.75	82.47	63 53	12.01						
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	30.87	135 75	82 47	63.53	12.01						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	12.24	135 75	82.47	63.53	12.01						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	17.40	135.75	82.47	63 53	12.01						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	30.87	135.75	82.47	63.53	12.01						
		CLEC to CLEC Conversion Charge w/o 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																
		4W Analog VG Loop-Zone 1		1	UEA	UEAL4	18.89	167.86	115 15	67.08	15.56						
		4W Analog VG Loop-Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56						
		4W Analog VG Loop-Zone 3		3	UEA	UEAL4	47 62	167 86	115.15	67.08	15.56						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.71	36.35								
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71						
		2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	27.40	147.69	94 41	62.23	10.71						
		2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.61	44.15								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	8.30	149.53	103.85	75.05	15.63						
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63						
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75 05	15 63						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2		2	UAL	UAL2W	11.80	124.83	71 12	60.64	9 12						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UAL	UREWO		86.19	40.39								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63						
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63						
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	18.21	159 09	113.41	75.05	15.63						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	7 22	134.40	80.69	60 64	9.12						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	18 21	134.40	80 69	60.64	9.12						
		CLEC to CLEC Conversion Charge w/o 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						
		4W 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						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4W 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						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.12	40.39								
	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						
		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						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		102.11	49.74								
	2-WIRE Unbundled COPPER LOOP																
		2W 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						
		2W 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						
		2W 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						
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12						
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12						
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12						
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-D)			UCL	UREWO		97.21	42.47								
	4-WIRE COPPER LOOP																
		4W 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						
		4W 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						
		4W 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						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UCL	UREWO		97.21	42.47								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		23.02									
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils-2W pr 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								

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SUB-LOOPS																
	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 pr 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 pr Panel Set-Up	I		UEANL	USBSD		38.65									
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26						
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26						
	Sub-Loop Distribution Per 2W Analog VG 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 pr			UEANL	USBMC		9.00	9.00								
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60						
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60						
	Sub-Loop Distribution Per 4W Analog VG 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 pr			UEANL	USBMC		9.00	9.00								
	Sub-Loop 2W 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 pr			UEANL	USBMC		9.00	9.00								
	Sub-Loop 4W 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 pr			UEANL	USBMC		9.00	9.00								
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		48.65	0.00								
	Loop Testing-Basic Additional Half Hour			UEANL	URETA		23.95	23.95								
	2W Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26						
	2W Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26						
	2W 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 pr			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 pr			UEF	USBMC		9.00	9.00								
	Loop Tagging SL1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
	Loop Testing-Basic 1st Half Hour			UEF	URET1		48.65	0.00								
	Loop Testing-Basic Additional Half Hour			UEF	URETA		23.95	23.95								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		10.11	10.11								
	Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		10.11	10.11								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		15.58	15.58								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per pr			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-2W			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									
	Unbundled Contact Name, Provisioning Only-no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL	UNECN	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup-Preordering w/o 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 w/o Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6784	0.6784								
LINE SHARING																
	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")															

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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						
	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						
	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-2W VG-Per mi per mo			U1TVX	1L5XX	0.0091										
	Interoffice Channel-Dedicated Transport- 2W VG-Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel-Dedicated Transport-2W VG Rev Bat-Per mi per mo			U1TVX	1L5XX	0.0091										
	Interoffice Channel-Dedicated Transport-2W VG Rev Bat-Facility Termination			U1TVX	U1TR2	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo			U1TVX	1L5XX	0.0091										
	Interoffice Channel -Dedicated Transport-4W VG-Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03						
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			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 mi per mo			U1TDX	1L5XX	0.0091										
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03						
SIGNALING (CCS7)																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.93	43.57	43.57	18.31	18.31						
	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 VG-Zone 1					21.94	265.84	46.97	37.63	4.00						
	Local Channel-Dedicated-2-wr VG-Zone 2					29.62	265.84	46.97	37.63	4.00						
	Local Channel-Dedicated-2-wr VG-Zone 3					57.22	265.84	46.97	37.63	4.00						
	Interoffice Transport-Dedicated-2-wr VG Per mi					0.0091										
	Interoffice Transport-Dedicated-2-wr VG Per Facility Termination					25.32	47.35	31.78	18.31	7.03						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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 mi					0.1856										
	Interoffice Transport-Dedicated-DS1 Per Facility Termination					88.44	105.54	98.47	21.47	19.05						
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.															
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	2WVG Loop in combination-Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
	2WVG Loop in combination-Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81						
	2WVG Loop in combination-Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81						
	Interoffice Transport-2W VG-Dedicated- Per mi Per mo			UNCVX	1L5XX	0.0091										
	Interoffice Transport-2W VG-Dedicated-Facility Termination per mo			UNCVX	U1TV2	25.32	94.70	52.59	50.49	21.53						
	NRC 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															
	4WVG Loop in combination -Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
	4WVG Loop in combination -Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						
	4WVG Loop in combination -Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81						
	Interoffice Transport-4W VG-Dedicated-Per mi Per mo			UNCVX	1L5XX	0.0091										
	Interoffice Transport-4W VG-Dedicated- Facility Termination per mo			UNCVX	U1TV4	22.58	94.70	52.59	50.49	21.53						
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	Interoffice Transport-Dedicated-4W 56 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0091										
	Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination per mo			UNCDX	U1TD5	18.44	94.70	52.59	50.49	21.53						
	NRC 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															
	4W 64 kbps Local Loop in Combination-Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
	4W 64 kbps Local Loop in Combination-Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	4W 64 kbps Local Loop in Combination-Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	Interoffice Transport-Dedicated-4W 64 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0091										
	Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination per mo			UNCDX	U1TD6	18.44	94.70	52.59	50.49	21.53						
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	First 4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	First 4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	First 4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	First 4We 56 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0091										
	First 4W 56 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD5	18.44	94.70	52.59	50.49	21.53						
	NRC 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 4W 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
	First 4W 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	First 4W 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	First I4W 65 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0091										
	First 4W 64 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD6	18.44	94.70	52.59	50.49	21.53						
	NRC 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-recurring 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)															
	NRC Currently Combined Network Elements Switch -As-Is Charge-2W/4W VG			UNCVX	UNCCC		8.98	8.98	8.98	8.98						
	NRC Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
	Miscellaneous															
	NRC-Order Coordination Specific Time-Dedicated Transport	I		UN1CX	OCOSR		18.90	18.90								
	Note: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							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															
OPERATIONS 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															
	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															
	OSS-Electronic Service Order Charge, Per LSR-UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS-Manual Service Order Charge, Per LSR-UNE Only				SOMAN		11.73	0.00	6.13	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, UDC, 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									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEAL2	10.51	40.02	9.99	5.61	1.72						
	2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEAL2	15.85	40.02	9.99	5.61	1.72						
	2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEAL2	31.97	40.02	9.99	5.61	1.72						
	2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEASL	10.51	40.02	9.99	5.61	1.72						
	2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEASL	15.85	40.02	9.99	5.61	1.72						
	2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEASL	31.97	40.02	9.99	5.61	1.72						
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83								
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		25.12	0.00								
	Loop Testing-Basic Additional Half Hour			UEANL	URETA		13.62	13.62								
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.75	8.92								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEANL	UEANM		7.30	7.30								
	Manual Order Coordiantion for UVL-SL1s (per loop)			UEANL	UEAMC		18.92	18.92								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		57.79									
	2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED															

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W Unbundled Copper Loop Non-Designed- Zone 1		1	UEQ	UEQ2X	11.02	44.69	22.40	0.00	0.00						
		2W Unbundled Copper Loop Non-Designed- Zone 2		2	UEQ	UEQ2X	12.72	44.69	22.40	0.00	0.00						
		2W Unbundled Copper Loop Non-Designed-Zone 3		3	UEQ	UEQ2X	20.22	44.69	22.40	0.00	0.00						
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
		Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		18.92	18.92								
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E I)			UEQ	UEQMU		7.30	7.30								
		Loop Testing-Basic 1st Half Hour			UEQ	URET1		25.12	0.00								
		Loop Testing-Basic Additional Half Hour			UEQ	URETA		13.62	13.62								
		CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.25	7.42								
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	11.57	79.85	24.65	18.92	7.87						
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	16.95	79.85	24.65	18.92	7.87						
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	33.08	79.85	24.65	18.92	7.87						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	11.57	79.85	24.65	18.92	7.87						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	16.95	79.85	24.65	18.92	7.87						
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	33.08	79.85	24.65	18.92	7.87						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.72	36.36								
		Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.19	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP																
		4W Analog VG Loop-Zone 1		1	UEA	UEAL4	17.80	93.01	28.17	19.52	8.12						
		4W Analog VG Loop-Zone 2		2	UEA	UEAL4	21.68	93.01	28.17	19.52	8.12						
		4W Analog VG Loop-Zone 3		3	UEA	UEAL4	30.25	93.01	28.17	19.52	8.12						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.72	36.36								
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	21.89	180.06	35.25	18.23	6.97						
		2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	25.27	180.06	35.25	18.23	6.97						
		2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	40.17	180.06	35.25	18.23	6.97						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		120.98	33.04								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1	I	1	UAL	UAL2X	11.23	44.69	31.55	0.00	0.00						
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2	I	2	UAL	UAL2X	12.97	44.69	31.55	0.00	0.00						
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3	I	3	UAL	UAL2X	20.62	44.69	31.55	0.00	0.00						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1	I	1	UAL	UAL2W	11.23	44.69	31.55	0.00	0.00						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2	I	2	UAL	UAL2W	12.97	44.69	31.55	0.00	0.00						
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3	I	3	UAL	UAL2W	20.62	44.69	31.55	0.00	0.00						
		CLEC to CLEC Conversion Charge w/o outside dispatch	I		UAL	UREWO		44.69	29.29								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1	I	1	UHL	UHL2X	7.88	44.69	31.55	0.00	0.00						
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2	I	2	UHL	UHL2X	9.09	44.69	31.55	0.00	0.00						
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3	I	3	UHL	UHL2X	14.48	44.69	31.55	0.00	0.00						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1	I	1	UHL	UHL2W	7.88	44.69	31.55	0.00	0.00						
		2W Unbundled HDSL Loop w/o manual service inquiry and facilty reservation-Zone 2	I	2	UHL	UHL2W	9.09	44.69	31.55	0.00	0.00						
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3	I	3	UHL	UHL2W	14.48	44.69	31.55	0.00	0.00						
		CLEC to CLEC Conversion Charge w/o outside dispatch	I		UHL	UREWO		44.69	31.55								
	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	I	1	UHL	UHL4X	10.39	44.69	31.55	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2	I	2	UHL	UHL4X	12.00	44.69	31.55	0.00	0.00						
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3	I	3	UHL	UHL4X	19.07	44.69	31.55	0.00	0.00						
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1	I	1	UHL	UHL4W	10.39	44.69	31.55	0.00	0.00						
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2	I	2	UHL	UHL4W	12.00	44.69	31.55	0.00	0.00						
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3	I	3	UHL	UHL4W	19.07	44.69	31.55	0.00	0.00						
	CLEC to CLEC Conversion Charge w/o outside dispatch	I		UHL	UREWO		44.69	31.55								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	21.86	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	28.36	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	38.22	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	21.86	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	28.36	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	38.22	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	21.86	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	28.36	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	38.22	196.66	37.00	18.82	7.20						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		101.95	49.66								
	2-WIRE Unbundled COPPER LOOP															
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1	I	1	UCL	UCLPB	12.02	44.69	31.55	0.00	0.00						
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2	I	2	UCL	UCLPB	13.88	44.69	31.55	0.00	0.00						
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3	I	3	UCL	UCLPB	22.07	44.69	31.55	0.00	0.00						
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCLPW	12.02	44.69	31.55	0.00	0.00						
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCLPW	13.88	44.69	31.55	0.00	0.00						
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCLPW	22.07	44.69	31.55	0.00	0.00						
	CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)	I		UCL	UREWO		44.69	31.55								
	4-WIRE COPPER LOOP															
	4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCL4S	16.65	44.69	31.55	0.00	0.00						
	4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCL4S	19.22	44.69	31.55	0.00	0.00						
	4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCL4S	30.55	44.69	31.55	0.00	0.00						
	4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCL4W	16.65	44.69	31.55	0.00	0.00						
	4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCL4W	19.22	44.69	31.55	0.00	0.00						
	4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCL4W	30.55	44.69	31.55	0.00	0.00						
	CLEC to CLEC conversion Charge w/o outside dispatch	I		UCL	UREWO		44.69	31.55								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		18.92	18.92								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL,	OCOSL		57.79									
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils-2W pr less than or equal to 18k ft. per Unbundled Loop	I		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	I		UHL, UCL, UEA	ULM4L		0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification Removal of Bridged Tap Removal, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		17.91									
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up			UEANL	USBSA		255.76									
		Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up			UEANL	USBSB		7.29									
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up			UEANL	USBSC		175.09									
		Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up			UEANL	USBSD		51.61									
		Unbundled Sub-Loops, Riser Cable, 2W per Loop, Working and Spare Loop Activation			UEANL	USBRC	3.61	28.46	3.85	2.20	0.01						
		Unbundled Sub-Loops, Riser Cable, 4W per Loop, Working and Spare Loop Activation			UEANL	USBRD	7.67	31.07	4.79	2.27	0.01						
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1		1	UEANL	USBN2	6.52	28.46	3.85	2.20	0.01						
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2		2	UEANL	USBN2	10.18	28.46	3.85	2.20	0.01						
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3		3	UEANL	USBN2	19.51	28.46	3.85	2.20	0.01						
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		1	UEANL	USBN4	5.93	31.07	4.79	2.27	0.01						
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2		2	UEANL	USBN4	9.71	31.07	4.79	2.27	0.01						
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3		3	UEANL	USBN4	18.85	31.07	4.79	2.27	0.01						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		18.92	18.92								
		Sub-Loop 2W Intrabuilding Network Cable (INC)			UEANL	USBR2	3.61	28.46	3.85	2.20	0.01						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		18.92	18.92								
		Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	7.67	31.07	4.79	2.27	0.01						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		18.92	18.92								
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		25.12	0.00								
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		13.62	13.62								
		2W Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	5.94	28.46	3.85	2.20	0.01						
		2W Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	7.51	28.46	3.85	2.20	0.01						
		2W Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	9.22	28.46	3.85	2.20	0.01						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		18.92	18.92								
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	6.37	31.07	4.79	2.27	0.01						
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	6.32	31.07	4.79	2.27	0.01						
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	9.10	31.07	4.79	2.27	0.01						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		18.92	18.92								
		Loop tagging SL1, Unbundled Copper Loop, ND and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88								
		Loop Testing-Basic 1st Half Hour			UEF	URET1		25.12	0.00								
		Loop Testing-Basic Additional Half Hour			UEF	URETA		13.62	13.62								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
		Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
		Unbundled Loop Modification, Removal of bridge Tap, per unbundled loop			UEF	ULMBT		17.91	17.91								
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per pr			UENTW	UENPP	0.533	25.12	12.28								
	Network Interface Device (NID)																
		Network Interface Device (NID)-1-2 lines	I		UENTW	UND12		32.86	20.69								
		Network Interface Device (NID)-1-6 lines	I		UENTW	UND16		56.03	43.86								
		Network Interface Device Cross Connect-2W	I		UENTW	UNDC2		2.45	2.45								
		Network Interface Device Cross Connect-4W			UENTW	UNDC4		2.45	2.45								
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									
		Unbundled Contact Name, Provisioning Only-no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL	UNECN	0.00	0.00									
LOOP MAKE-UP																	
		Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		15.19	15.19								
		Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		19.85	19.85								

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Loop Makeup--With or w/o Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.82	0.82								
LINE SHARING																	
	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	131.00	0.00	0.00	0.00	0.00						
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	32.00	0.00	0.00	0.00	0.00						
		Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	11.00	0.00	0.00	0.00	0.00						
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		66.34	0.00	51.20	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	10.51	7.70	7.00	4.20						
		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	2.76	10.51	7.70	7.00	4.20						
		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	5.51	10.51	7.70	7.00	4.20						
		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	8.27	10.51	7.70	7.00	4.20						
		Line Sharing- per Subsequent Activity per Line Rearrangement(BST Owned Splitter			ULS	ULSDS		36.23	13.23	16.94	1.69						
		Line Sharing- per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter			ULS	ULSCS		36.23	13.23	16.94	1.69						
		Line Sharing- per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	17.82	9.36	8.53	4.30						
		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	2.76	17.82	9.36	8.53	4.30						
		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	5.51	17.82	9.36	8.53	4.30						
		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	8.27	17.82	9.36	8.53	4.30						
	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-2W VG-Per mi per mo			U1TVX	1L5XX	0.0057										
		Interoffice Channel-Dedicated Transport- 2W VG-Facility Termination			U1TVX	U1TV2	12.87	48.46	19.48	16.58	5.00						
		Interoffice Channel-Dedicated Transport-2W VG Rev Bat-Per mi per mo			U1TVX	1L5XX	0.0057										
		Interoffice Channel-Dedicated Transport- 2W VG Rev Bat.-Facility Termination			U1TVX	U1TR2	12.87	48.46	19.48	16.58	5.00						
		Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo			U1TVX	1L5XX	0.0057										
		Interoffice Channel -Dedicated Transport-4W VG-Facility Termination			U1TVX	U1TV4	10.78	48.46	19.48	16.58	5.00						
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			U1TDX	1L5XX	0.0057										
		Interoffice Channel-Dedicated Transport-56 kbps-Facilty Termination			U1TDX	U1TD5	7.83	48.46	19.48	16.58	5.00						
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			U1TDX	1L5XX	0.0057										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination			U1TDX	U1TD6	7.83	48.46	19.48	16.58	5.00						
SIGNALING (CCS7)																	
		CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	108.80										
		CCS7 Signaling Point Code, Establishment or Change, per STP affected			UDB	CCAPO		28.15	28.15	33.32	33.32						
E911 SERVICE																	
		Local Channel-Dedicated-2-wr VG					7.74	121.07	53.30	46.40	13.37						

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport-Dedicated-2-wr VG Per mi					0.0057										
		Interoffice Transport-Dedicated-2-wr VG Per Facility Termination					12.87	48.46	19.48	16.58	5.00						
		Local Channel-Dedicated-DS1-Zone 1					18.47	149.46	111.20	40.36	26.12						
		Local Channel-Dedicated-DS1-Zone 2					56.30	149.46	111.20	40.36	26.12						
		Local Channel-Dedicated-DS1-Zone 3					164.70	149.46	111.20	40.36	26.12						
		Interoffice Transport-Dedicated-DS1 Per mi					0.1154										
		Interoffice Transport-Dedicated-DS1 Per Facility Termination					34.19	111.03	80.28	31.36	21.73						
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.																
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
		2WVG Loop in combination-Zone 1		1	UNCVX	UEAL2	11.57	195.94	36.38	18.42	6.86						
		2WVG Loop in combination-Zone 2		2	UNCVX	UEAL2	16.95	195.94	36.38	18.42	6.86						
		2WVG Loop in combination-Zone 3		3	UNCVX	UEAL2	33.08	195.94	36.38	18.42	6.86						
		Interoffice Transport-2W VG-Dedicated- Per mi Per mo			UNCVX	1L5XX	0.0057										
		Interoffice Transport-2W VG-Dedicated-Facility Termination per mo			UNCVX	U1TV2	12.87	66.53	33.61	43.42	27.60						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.70	5.70	6.61	6.61						
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
		4WVG Loop in combination -Zone 1		1	UNCVX	UEAL4	17.80	195.94	36.38	18.42	6.86						
		4WVG Loop in combination -Zone 2		2	UNCVX	UEAL4	21.68	195.94	36.38	18.42	6.86						
		4WVG Loop in combination -Zone 3		3	UNCVX	UEAL4	30.25	195.94	36.38	18.42	6.86						
		Interoffice Transport-4W VG-Dedicated-Per mi Per mo			UNCVX	1L5XX	0.0057										
		Interoffice Transport-4W VG-Dedicated- Facility Termination per mo			UNCVX	U1TV4	10.78	66.53	33.61	43.42	27.60						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.70	5.70	6.61	6.61						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
		4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	21.86	195.94	36.38	18.42	6.86						
		4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	28.36	195.94	36.38	18.42	6.86						
		4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	38.22	195.94	36.38	18.42	6.86						
		Interoffice Transport-Dedicated-4W 56 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0057										
		Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination per mo			UNCDX	U1TD5	7.83	66.53	33.61	43.42	27.60						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.70	5.70	6.61	6.61						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
		4W 64 kbps Local Loop in Combination-Zone 1		1	UNCDX	UDL64	21.86	195.94	36.38	18.42	6.86						
		4W 64 kbps Local Loop in Combination-Zone 2		2	UNCDX	UDL64	28.36	195.94	36.38	18.42	6.86						
		4W 64 kbps Local Loop in Combination-Zone 3		3	UNCDX	UDL64	38.22	195.94	36.38	18.42	6.86						
		Interoffice Transport-Dedicated-4W 64 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0057										
		Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination per mo			UNCDX	U1TD6	7.83	66.53	33.61	43.42	27.60						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.70	5.70	6.61	6.61						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	21.86	195.94	36.38	18.42	6.86						
		First 4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	28.36	195.94	36.38	18.42	6.86						
		First 4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	38.22	195.94	36.38	18.42	6.86						
		First 4We 56 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0057										
		First 4W 56 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD5	7.83	66.53	33.61	43.42	27.60						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.70	5.70	6.61	6.61						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4W 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	21.86	195.94	36.38	18.42	6.86						
		First 4W 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	28.36	195.94	36.38	18.42	6.86						
		First 4W 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	38.22	195.94	36.38	18.42	6.86						
		First I4W 65 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0057										
		First 4W 64 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD6	7.83	66.53	33.61	43.42	27.60						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.70	5.70	6.61	6.61						
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)																
		NRC Currently Combined Network Elements Switch -As-Is Charge-2W/4W VG			UNCVX	UNCCC		5.70	5.70	6.61	6.61						
		NRC Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps			UNCDX	UNCCC		5.70	5.70	6.61	6.61						
	Miscellaneous																
		NRC-Order Coordination Specific Time-Dedicated Transport	I		UN1CX	OCOSR		18.89	18.89								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								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																
OPERATIONS 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																
	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																
		OSS-Electronic Service Order Charge, Per LSR-UNE Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS-Manual Service Order Charge, Per LSR-UNE Only				SOMAN		7.86	0.00	0.99	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									
ORDER MODIFICATION CHARGE																	
		Order Modification Charge (OMC)						33.37	0.00	0.00	0.00						
		Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEAL2	10.56	46.66	22.57	26.65	7.65						
		2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEAL2	15.34	46.66	22.57	26.65	7.65						
		2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEAL2	31.11	46.66	22.57	26.65	7.65						
		2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEASL	10.56	46.66	22.57	26.65	7.65						
		2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEASL	15.34	46.66	22.57	26.65	7.65						
		2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEASL	31.11	46.66	22.57	26.65	7.65						
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83								
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		46.88	0.00								
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		24.16	24.16								
		CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94								
		Unbundled Voice Loop, Non-Design Voice Loop, bring for BST providing make-up (Engineering Information-E.I.)			UEANL	UEANM		13.49	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		23.01	23.01								
	2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED																
		2W Unbundled Copper Loop-Non-Designed Zone 1		1	UEQ	UEQ2X	10.58	44.97	20.89	25.64	6.65						

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2W Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65						
	2W Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65						
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
	Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		13.49	13.49								
	Loop Testing-Basic 1st Half Hour			UEQ	URET1		46.88	0.00								
	Loop Testing-Basic Additional Half Hour			UEQ	URETA		24.16	24.16								
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	12.67	134.89	81.87	73.65	14.88						
	2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	17.45	134.89	81.87	73.65	14.88						
	2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	33.22	134.89	81.87	73.65	14.88						
	2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	12.67	134.89	81.87	73.65	14.88						
	2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	17.45	134.89	81.87	73.65	14.88						
	2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	33.22	134.89	81.87	73.65	14.88						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.72	36.36								
	Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4W Analog VG Loop-Zone 1		1	UEA	UEAL4	29.26	164.11	112.36	78.91	18.66						
	4W Analog VG Loop-Zone 2		2	UEA	UEAL4	34.25	164.11	112.36	78.91	18.66						
	4W Analog VG Loop-Zone 3		3	UEA	UEAL4	85.06	164.11	112.36	78.91	18.66						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.72	36.36								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	18.44	146.77	95.02	71.38	13.83						
	2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	25.08	146.77	95.02	71.38	13.83						
	2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	42.87	146.77	95.02	71.38	13.83						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.63	44.16								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	10.82	141.98	79.73	69.02	11.47						
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47						
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47						
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1		1	UAL	UAL2W	10.82	121.18	69.00	69.09	11.54						
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2		2	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54						
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3		3	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UAL	UREWO		86.20	40.40								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	8.75	151.54	89.29	69.09	11.54						
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54						
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54						
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	8.75	130.74	78.56	69.09	11.54						
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	9.56	130.74	78.56	69.09	11.54						
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	10.61	130.74	78.56	69.09	11.54						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.14	40.40								
	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	13.95	185.75	123.50	74.95	14.69						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2	I	2	UHL	UHL4X	15.68	185.75	123.50	74.95	14.69						
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	16.98	185.75	123.50	74.95	14.69						
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	13.95	164.95	114.04	77.32	15.80						
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	15.68	164.95	114.04	77.32	15.80						
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	16.98	164.95	114.04	77.32	15.80						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.14	40.40								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	36.37	157.81	106.06	78.91	18.66						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		102.13	49.75								
	2-WIRE Unbundled COPPER LOOP															
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	10.82	140.95	78.70	69.09	11.54						
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	11.79	140.95	78.70	69.09	11.54						
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	12.87	140.95	78.70	69.09	11.54						
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	10.82	120.15	67.97	69.09	11.54						
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	11.79	120.15	67.97	69.09	11.54						
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	12.87	120.15	67.97	69.09	11.54						
	CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
	4-WIRE COPPER LOOP															
	4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	16.92	170.31	108.06	74.95	14.69						
	4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	17.36	170.31	108.06	74.95	14.69						
	4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	28.10	170.31	108.06	74.95	14.69						
	4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	16.92	149.52	97.33	74.95	14.69						
	4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69						
	4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	28.10	149.52	97.33	74.95	14.69						
	CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		23.01									
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils-2W pr less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		9.24	9.24								
	Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		9.24	9.24								

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	NRC Disconnect First	NRC Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Attachment: 2 OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Exhibit: A OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Exhibit: A OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
											SOMEC	SOMAN				
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.47	10.47								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA		207.91	207.91								
	Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up	I		UEANL	USBSB		12.50	12.50								
	Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC		80.87	80.87								
	Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up	I		UEANL	USBSD		45.04	45.04								
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1	I	1	UEANL	USBN2	6.34	85.03	39.05	59.81	7.90						
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2	I	2	UEANL	USBN2	9.06	85.03	39.05	59.81	7.90						
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3	I	3	UEANL	USBN2	14.82	85.03	39.05	59.81	7.90						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		9.00	9.00								
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88						
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2		2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88						
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3		3	UEANL	USBN4	25.60	102.31	56.32	65.24	10.88						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		9.00	9.00								
	Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.57	68.35	22.36	59.81	7.90						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		9.00	9.00								
	Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	4.98	76.49	30.51	65.24	10.88						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		9.00	9.00								
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		46.88	0.00								
	Loop Testing-Basic Additional Half Hour			UEANL	URETA		24.16	24.16								
	2W Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	5.45	85.03	39.05	59.81	7.90						
	2W Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90						
	2W Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	9.67	85.03	39.05	59.81	7.90						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		9.00	9.00								
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	7.09	102.31	56.32	65.24	10.88						
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	8.66	102.31	56.32	65.24	10.88						
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	19.40	102.31	56.32	65.24	10.88						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		9.00	9.00								
	Loop Tagging SL1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.94	0.88								
	Loop Testing-Basic 1st Half Hour			UEF	URET1		46.88	0.00								
	Loop Testing-Basic Additional Half Hour			UEF	URETA		24.16	24.16								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		5.23	5.23								
	Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		5.23	5.23								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		7.97	7.97								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per pr			UENTW	UENPP	0.53	23.51	23.51								
	Network Interface Device (NID)															
	Network Interface Device (NID)-1-2 lines			UENTW	UND12		73.53	49.47								
	Network Interface Device (NID)-1-6 lines			UENTW	UND16		115.96	91.91								
	Network Interface Device Cross Connect-2W			UENTW	UNDC2		8.56	8.56								
	Network Interface Device Cross Connect-4W			UENTW	UNDC4		8.56	8.56								
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									
	Unbundled Contact Name, Provisioning Only-no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL	UNECN	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.40	23.40								
	Loop Makeup-Preordering With Reservation, per spare facilty queried (Manual)			UMK	UMKLP		24.85	24.85								
	Loop Makeup--With or w/o Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.67	0.67								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LINE SHARING																
	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	198.83	379.05	0.00	358.55	0.00						
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	49.71	379.05	0.00	358.55	0.00						
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	16.94	377.71	0.00	357.29	0.00						
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		173.62	0.00	100.40	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	37.16	21.28	20.17	9.90						
	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	2.65	37.16	21.28	20.17	9.90						
	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	5.29	37.16	21.28	20.17	9.90						
	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	7.94	37.16	21.28	20.17	9.90						
	Line Sharing- per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		32.90	16.43								
	Line Sharing- per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		32.90	16.43								
	Line Sharing- per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	20.67	12.74						
	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	2.65	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	5.29	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	7.94	47.44	19.31	20.67	12.74						
	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-2W VG-Per mi per mo			U1TVX	1L5XX	0.01										
	Interoffice Channel-Dedicated Transport- 2W VG-Facility Termination			U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel -Dedicated Transpor t- 2W VG Rev Bat.-Per mi per mo			U1TVX	1L5XX	0.01										
	Interoffice Channel-Dedicated Transport- 2W VG Rev Bat.-Facility Termination			U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo			U1TVX	1L5XX	0.01										
	Interoffice Channel -Dedicated Transport-4W VG-Facility Termination			U1TVX	U1TV4	25.86	47.34	31.78	22.77	8.75						
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			U1TDX	1L5XX	0.0115										
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination			U1TDX	U1TD5	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			U1TDX	1L5XX	0.0115										
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination			U1TDX	U1TD6	20.97	47.35	31.78	22.77	8.75						
SIGNALING (CCS7)																
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.02	46.02	56.43	56.43						
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43	56.43						
E911 SERVICE																
	Local Channel-Dedicated-2-wr VG					18.57	265.78	46.96	46.79	4.98						
	Interoffice Transport-Dedicated-2-wr VG Per mi					0.0115										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport-Dedicated-2-wr VG Per Facility Termination					29.11	47.34	31.78	22 77	8.75						
		Local Channel-Dedicated-DS1-Zone 1					40.46	209.60	176.51	30.21	21.07						
		Local Channel-Dedicated-DS1-Zone 2					43.39	209.60	176.51	30.21	21.07						
		Local Channel-Dedicated-DS1-Zone 3					164.50	209.60	176.51	30 21	21.07						
		Interoffice Transport-Dedicated-DS1 Per mi					0.23										
		Interoffice Transport-Dedicated-DS1 Per Facility Termination					96.04	105.52	98.46	23.09	20.49						
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.																
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
		2WVG Loop in combination-Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84						
		2WVG Loop in combination-Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84						
		2WVG Loop in combination-Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84						
		Interoffice Transport-2W VG-Dedicated- Per mi Per mo			UNCVX	1L5XX	0 01										
		Interoffice Transport-2W VG-Dedicated-Facility Termination per mo			UNCVX	U1TV2	23.95	98.09	53.67	56.31	22 42						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
		4WVG Loop in combination -Zone 1		1	UNCVX	UEAL4	29 26	125 22	60.48	59.69	7.84						
		4WVG Loop in combination -Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59 69	7.84						
		4WVG Loop in combination -Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59 69	7.84						
		Interoffice Transport-4W VG-Dedicated-Per mi Per mo			UNCVX	1L5XX	0.01										
		Interoffice Transport-4W VG-Dedicated- Facility Termination per mo			UNCVX	U1TV4	21.28	98.09	53 67	56.31	22.42						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
		4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	27 59	125.22	60.48	59.69	7 84						
		4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	36.37	125 22	60.48	59.69	7.84						
		Interoffice Transport-Dedicated-4W 56 kbps combination-Per mi per mo			UNCDX	1L5XX	0.01										
		Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination per mo			UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11 17	11.17						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
		4W 64 kbps Lcoal Loop in Combination-Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		4W 64 kbps Lcoal Loop in Combination-Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		4W 64 kbps Lcoal Loop in Combination-Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		Interoffice Transport-Dedicated-4W 64 kbps combination-Per mi per mo			UNCDX	1L5XX	0.01										
		Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination per mo			UNCDX	U1TD6	17.25	98.09	53.67	56 31	22.42						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	27.59	125 22	60.48	59.69	7.84						
		First 4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	32 48	125 22	60.48	59 69	7.84						
		First 4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		First 4We 56 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.01										
		First 4W 56 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD5	17 25	98.09	53 67	56 31	22.42						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4W 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		First 4W 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		First 4W 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	36 37	125 22	60 48	59.69	7.84						
		First I4W 65 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.01										
		First 4W 64 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11 17						
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)																
		NRC Currently Combined Network Elements Switch -As-Is Charge-2W/4W VG			UNCVX	UNCCC		8.98	8.98	11.17	11.17						
		NRC Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps			UNCDX	UNCCC		8.98	8.98	11.17	11.17						
	Miscellaneous																
		NRC-Order Coordination Specific Time-Dedicated Transport	I		UN1CX	OCOSR		18.87	18.87								
	Note: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							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															
OPERATIONS 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															
	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															
	OSS-Electronic Service Order Charge, Per LSR-UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS-Manual Service Order Charge, Per LSR-UNE Only				SOMAN		15.20	0.00	15.20	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									
ORDER MODIFICATION CHARGE																	
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
	2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEAL2	12.90	36.54	16.87									
	2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEAL2	23.33	36.54	16.87									
	2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEAL2	48.43	36.54	16.87									
	2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEASL	12.90	36.54	16.87									
	2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEASL	23.33	36.54	16.87									
	2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEASL	48.43	36.54	16.87									
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83									
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		33.17	0.00									
	Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.28	19.28									
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.75	8.93									
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEANL	UEANM		13.04	13.04									
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		7.92	7.92									
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56	17.56									
	2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED																
	2W Unbundled Copper Loop-Non-Designed Zone 1		1	UEQ	UEQ2X	12.40	35.27	15.60									

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	14.32	35.27	15.60								
		2W Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	16.87	35.27	15.60								
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
		Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		7.92	7.92								
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		13.04	13.04								
		Loop Testing-Basic 1st Half Hour			UEQ	URET1		33.17	0.00								
		Loop Testing-Basic Additional Half Hour			UEQ	URETA		19.28	19.28								
		CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.25	7.42								
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	14.93	102.10	65.72								
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	25.35	102.10	65.72								
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	50.46	102.10	65.72								
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	14.93	102.10	65.72								
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	25.35	102.10	65.72								
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	50.46	102.10	65.72								
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.59	36.30								
		Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.20	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP																
		4W Analog VG Loop-Zone 1		1	UEA	UEAL4	30.81	127.40	91.02								
		4W Analog VG Loop-Zone 2		2	UEA	UEAL4	38.32	127.40	91.02								
		4W Analog VG Loop-Zone 3		3	UEA	UEAL4	60.39	127.40	91.02								
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.59	36.30								
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	22.09	113.34	76.96								
		2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	35.28	113.34	76.96								
		2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	65.18	113.34	76.96								
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.49	44.09								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2W Unbundled ADSL Loop including manual service inquiry & facifity reservation-Zone 1		1	UAL	UAL2X	12.29	117.08	68.36								
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	14.09	117.08	68.36								
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	15.75	117.08	68.36								
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1		1	UAL	UAL2W	12.29	92.83	56.02								
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2		2	UAL	UAL2W	14.09	92.83	56.02								
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3		3	UAL	UAL2W	15.75	92.83	56.02								
		CLEC to CLEC Conversion Charge w/o outside dispatch			UAL	UREWO		86.07	40.34								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	9.79	125.50	76.77								
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	11.52	125.50	76.77								
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	12.74	125.50	76.77								
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	9.79	101.24	64.43								
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	11.52	101.24	64.43								
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	12.74	101.24	64.43								
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.00	40.34								
	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	16.24	153.26	104.54								

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4X	16.65	153.26	104.54								
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	17.34	153.26	104.54								
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	16.24	129.00	92.20								
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	16.65	129.00	92.20								
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	17.34	129.00	92.20								
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.00	40.34								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	30.99	121.86	85.48								
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	36.78	121.86	85.48								
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	38.92	121.86	85.48								
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	30.99	121.86	85.48								
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	36.78	121.86	85.48								
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	38.92	121.86	85.48								
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	30.99	121.86	85.48								
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	36.78	121.86	85.48								
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	38.92	121.86	85.48								
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		101.97	49.67								
	2-WIRE Unbundled COPPER LOOP																
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	12.29	116.18	67.46								
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	14.09	116.18	67.46								
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	15.75	116.18	67.46								
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	12.29	91.92	55.12								
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	14.09	91.92	55.12								
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	15.75	91.92	55.12								
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		91.92	42.47								
	4-WIRE COPPER LOOP																
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	22.27	139.69	90.96								
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	18.95	139.69	90.96								
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	10.99	139.69	90.96								
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	22.27	115.43	78.63								
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	18.95	115.43	78.63								
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	10.99	115.43	78.63								
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		91.92	42.47								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		17.56									
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils-2W pr 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 NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA		144.09	144.09								
		Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up	I		UEANL	USBSB		10.99	10.99								
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC		86.16	86.16								
		Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up	I		UEANL	USBSD		27.13	27.13								
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1	I	1	UEANL	USBN2	7.57	63.89	30.06								
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2	I	2	UEANL	USBN2	12.75	63.89	30.06								
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3	I	3	UEANL	USBN2	21.45	63.89	30.06								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		7.92	7.92								
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		1	UEANL	USBN4	11.76	76.75	42.92								
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2		2	UEANL	USBN4	16.84	76.75	42.92								
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3		3	UEANL	USBN4	19.27	76.75	42.92								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		7.92	7.92								
		Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.91	51.48	17.65								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		7.92	7.92								
		Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	6.58	57.54	23.71								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		7.92	7.92								
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		33.17	0.00								
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.28	19.28								
		2W Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	6.26	63.89	30.06								
		2W Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	10.07	63.89	30.06								
		2W Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	12.70	63.89	30.06								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		7.92	7.92								
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	8.03	76.75	42.92								
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	10.71	76.75	42.92								
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	6.08	76.75	42.92								
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		7.92	7.92								
		Loop Tagging SL1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		0.89	0.88								
		Loop Testing-Basic 1st Half Hour			UEF	URET1		33.17	0.00								
		Loop Testing-Basic Additional Half Hour			UEF	URETA		19.28	19.28								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
		Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		224.55	4.29								
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per pr			UENTW	UENPP	0.3454	14.72	14.72								
	Network Interface Device (NID)																
		Network Interface Device (NID)-1-2 lines			UENTW	UND12		42.26	27.83								
		Network Interface Device (NID)-1-6 lines			UENTW	UND16		62.86	48.43								
		Network Interface Device Cross Connect-2W			UENTW	UNDC2		5.73	5.73								
		Network Interface Device Cross Connect-4W			UENTW	UNDC4		5.73	5.73								
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									
		Unbundled Contact Name, Provisioning Only-no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL	UNECN	0.00	0.00									
LOOP MAKE-UP																	
		Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		23.29	23.29								
		Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.70	24.70								

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Loop Makeup--With or w/o Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.19	0.19								
LINE SHARING																
	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	187.17	183.33	0.00								
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	46.79	183.33	0.00								
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	15.59	183.33	0.00								
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		83.98	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	17.97	10.29								
	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	3.10	17.97	10.29								
	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	6.20	17.97	10.29								
	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	9.30	17.97	10.29								
	Line Sharing- per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		15.91	7.95								
	Line Sharing- per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		15.91	7.95								
	Line Sharing- per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31								
	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	3.10	47.44	19.31								
	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	6.20	47.44	19.31								
	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	9.30	47.44	19.31								
	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-2W VG-Per mi per mo			U1TVX	1L5XX	0.013										
	Interoffice Channel-Dedicated Transport- 2W VG-Facility Termination			U1TVX	U1TV2	22.60	39.36	26.62								
	Interoffice Channel -Dedicated Transport- 2W VG Rev Bat.-Per mi per mo			U1TVX	1L5XX	0.013										
	Interoffice Channel-Dedicated Transport- 2W VG Rev Bat.-Facility Termination			U1TVX	U1TR2	22.60	39.36	26.62								
	Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo			U1TVX	1L5XX	0.013										
	Interoffice Channel -Dedicated Transport-4W VG-Facility Termination			U1TVX	U1TV4	19.81	39.36	26.62								
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			U1TDX	1L5XX	0.013										
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination			U1TDX	U1TD5	15.61	39.37	26.62								
	Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			U1TDX	1L5XX	0.013										
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination			U1TDX	U1TD6	15.61	39.37	26.62								
SIGNALING (CCS7)																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	147.60										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.77	34.50	34.50								
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		28.17	28.17								

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		28.17	28.17								
E911 SERVICE																	
		Local Channel-Dedicated-2-wr VG-Zone 1					18.32	187.51	32.21								
		Local Channel-Dedicated-2-wr VG-Zone 2					18.32	187.51	32.21								
		Local Channel-Dedicated-2-wr VG-Zone 3					18.32	187.51	32.21								
		Interoffice Transport-Dedicated-2-wr VG Per mi					0.013										
		Interoffice Transport-Dedicated-2-wr VG Per Facility Termination					22.60	39.36	26.62								
		Local Channel-Dedicated-DS1-Zone 1					39.18	172.34	149.27								
		Local Channel-Dedicated-DS1-Zone 2					121.58	172.34	149.27								
		Local Channel-Dedicated-DS1-Zone 3					70.02	172.34	149.27								
		Interoffice Transport-Dedicated-DS1 Per mi					0.2652										
		Interoffice Transport-Dedicated-DS1 Per Facility Termination					70.47	86.69	79.44								
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.															
		EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
		2WVG Loop in combination-Zone 1		1	UNCVX	UEAL2	14.93	94.21	45.09								
		2WVG Loop in combination-Zone 2		2	UNCVX	UEAL2	25.35	94.21	45.09								
		2WVG Loop in combination-Zone 3		3	UNCVX	UEAL2	50.46	94.21	45.09								
		Interoffice Transport-2W VG-Dedicated- Per mi Per mo			UNCVX	1L5XX	0.013										
		Interoffice Transport-2W VG-Dedicated-Facility Termination per mo			UNCVX	U1TV2	22.60	72.60	41.75								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.43	5.43								
		EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
		4WVG Loop in combination -Zone 1		1	UNCVX	UEAL4	30.81	94.21	45.09								
		4WVG Loop in combination -Zone 2		2	UNCVX	UEAL4	38.32	94.21	45.09								
		4WVG Loop in combination -Zone 3		3	UNCVX	UEAL4	60.39	94.21	45.09								
		Interoffice Transport-4W VG-Dedicated-Per mi Per mo			UNCVX	1L5XX	0.013										
		Interoffice Transport-4W VG-Dedicated- Facility Termination per mo			UNCVX	U1TV4	19.81	72.60	41.75								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.43	5.43								
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
		4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	30.99	94.21	45.09								
		4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	36.78	94.21	45.09								
		4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	38.92	94.21	45.09								
		Interoffice Transport-Dedicated-4W 56 kbps combination-Per mi per mo			UNCDX	1L5XX	0.013										
		Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination per mo			UNCDX	U1TD5	15.61	72.60	41.75								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.43	5.43								
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
		4W 64 kbps Local Loop in Combination-Zone 1		1	UNCDX	UDL64	30.99	94.21	45.09								
		4W 64 kbps Local Loop in Combination-Zone 2		2	UNCDX	UDL64	36.78	94.21	45.09								
		4W 64 kbps Local Loop in Combination-Zone 3		3	UNCDX	UDL64	38.92	94.21	45.09								
		Interoffice Transport-Dedicated-4W 64 kbps combination-Per mi per mo			UNCDX	1L5XX	0.013										
		Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination per mo			UNCDX	U1TD6	15.61	72.60	41.75								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.43	5.43								
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		First 4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	30.99	94.21	45.09								
		First 4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	36.78	94.21	45.09								
		First 4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	38.92	94.21	45.09								
		First 4We 56 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.013										
		First 4W 56 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD5	15.61	72.60	41.75								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.43	5.43								
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		First 4W 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	30.99	94.21	45.09								
		First 4W 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	36.78	94.21	45.09								
		First 4W 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	38.92	94.21	45.09								
		First I4W 65 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.013										
		First 4W 64 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD6	15.61	72.60	41.75								
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.43	5.43								

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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)																
		NRC Currently Combined Network Elements Switch -As-Is Charge-2W/4W VG			UNCVX	UNCCC		5.43	5.43								
		NRC Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps			UNCDX	UNCCC		5.43	5.43								
	Miscellaneous																
		NRC-Order Coordination Specific Time-Dedicated Transport	I		UN1CX	OCOSR		18.85	18.85								

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							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															
OPERATIONS 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															
	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															
	OSS-Electronic Service Order Charge, Per LSR-UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS-Manual Service Order Charge, Per LSR-UNE Only				SOMAN		15.75	0.00	1.97	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									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2W Analog VG Loop-SL1-Zone 1		1	UEANL	UEAL2	12.03	37.92	17.55	23.48	5.25						
	2W Analog VG Loop-SL1-Zone 2		2	UEANL	UEAL2	16.87	37.92	17.55	23.48	5.25						
	2W Analog VG Loop-SL1-Zone 3		3	UEANL	UEAL2	25.68	37.92	17.55	23.48	5.25						
	2W Analog VG Loop-SL1-Zone 4		4	UEANL	UEAL2	43.85	37.92	17.55	23.48	5.25						
	2W Analog VG Loop-SL1-Zone 1		1	UEANL	UEASL	12.03	37.92	17.55	23.48	5.25						
	2W Analog VG Loop-SL1-Zone 2		2	UEANL	UEASL	16.87	37.92	17.55	23.48	5.25						
	2W Analog VG Loop-SL1-Zone 3		3	UEANL	UEASL	25.68	37.92	17.55	23.48	5.25						
	2W Analog VG Loop-SL1-Zone 4		4	UEANL	UEASL	43.85	37.92	17.55	23.48	5.25						
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83								
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		34.36	0.00								
	Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.97	19.97								
	CLEC to CLEC Conversion Charge w/o Outside Dispatch			UEANL	UREWO		15.75	8.92								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEANL	UEANM		13.51	13.51								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.20	8.20								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.19	18.19								

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED															
	2W Unbundled Copper Loop-Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.01	36.53	16.16	22.66	4.42						
	2W Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	11.51	36.53	16.16	22.66	4.42						
	2W Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	11.57	36.53	16.16	22.66	4.42						
	2W Unbundled Copper Loop-Non-Designed-Zone 4	I	4	UEQ	UEQ2X	13.10	36.53	16.16	22.66	4.42						
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
	Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		8.20	8.20								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		13.51	13.51								
	Loop Testing-Basic 1st Half Hour			UEQ	URET1		34.36	0.00								
	Loop Testing-Basic Additional Half Hour			UEQ	URETA		19.97	19.97								
	CLEC to CLEC Conversion Charge w/o Outside Dispatch			UEQ	UREWO		14.24	7.42								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	13.89	105.96	68.28	52.82	10.37						
	2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	18.75	105.96	68.28	52.82	10.37						
	2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	27.55	105.96	68.28	52.82	10.37						
	2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 4		4	UEA	UEAL2	45.72	105.96	68.28	52.82	10.37						
	2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	13.89	105.96	68.28	52.82	10.37						
	2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	18.75	105.96	68.28	52.82	10.37						
	2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	27.55	105.96	68.28	52.82	10.37						
	2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 4		4	UEA	UEAR2	45.72	105.96	68.28	52.82	10.37						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.56	36.29								
	Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.19	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4W Analog VG Loop-Zone 1		1	UEA	UEAL4	27.47	132.27	94.59	60.68	14.64						
	4W Analog VG Loop-Zone 2		2	UEA	UEAL4	38.26	132.27	94.59	60.68	14.64						
	4W Analog VG Loop-Zone 3		3	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64						
	4W Analog VG Loop-Zone 4		4	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.56	36.29								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	21.01	117.61	79.92	52.82	10.37						
	2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	27.59	117.61	79.92	52.82	10.37						
	2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	37.34	117.61	79.92	52.82	10.37						
	2W ISDN Digital Grade Loop-Zone 4		4	UDN	U1L2X	59.18	117.61	79.92	52.82	10.37						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.46	44.07								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	11.11	121.27	70.81	50.38	7.93						
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	11.47	121.27	70.81	50.38	7.93						
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	11.74	121.27	70.81	50.38	7.93						
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 4		4	UAL	UAL2X	12.69	121.27	70.81	50.38	7.93						
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1		1	UAL	UAL2W	11.11	96.15	58.03	50.38	7.93						
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2		2	UAL	UAL2W	11.47	96.15	58.03	50.38	7.93						
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3		3	UAL	UAL2W	11.74	96.15	58.03	50.38	7.93						
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 4		4	UAL	UAL2W	12.69	96.15	58.03	50.38	7.93						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UAL	UREWO		86.04	40.33								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	8.75	129.98	79.52	50.38	7.93						
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	9.22	129.98	79.52	50.38	7.93						
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	9.87	129.98	79.52	50.38	7.93						

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 4		4	UHL	UHL2X	10.46	129.98	79.52	50.38	7.93						
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	8.75	104.86	66.74	50.38	7.93						
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	9.22	104.86	66.74	50.38	7.93						
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	9.87	104.86	66.74	50.38	7.93						
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 4		4	UHL	UHL2W	10.46	104.86	66.74	50.38	7.93						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		85.98	40.33								
	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	13.78	158.74	108.28	56.72	10.68						
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4X	13.43	158.74	108.28	56.72	10.68						
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	15.59	158.74	108.28	56.72	10.68						
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 4		4	UHL	UHL4X	14.46	158.74	108.28	56.72	10.68						
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	13.78	133.62	95.50	56.72	10.68						
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	13.43	133.62	95.50	56.72	10.68						
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	15.59	133.62	95.50	56.72	10.68						
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 4		4	UHL	UHL4W	14.46	133.62	95.50	56.72	10.68						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		85.98	40.33								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps		4	UDL	UDL19	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 4		4	UDL	UDL56	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 4		4	UDL	UDL64	32.25	126.53	88.85	60.68	14.64						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		101.94	49.66								
	2-WIRE Unbundled COPPER LOOP															
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	11.11	120.34	69.87	50.38	7.93						
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	11.47	120.34	69.87	50.38	7.93						
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	11.74	120.34	69.87	50.38	7.93						
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 4		4	UCL	UCLPB	12.69	120.34	69.87	50.38	7.93						
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	11.11	95.21	57.09	50.38	7.93						
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	11.47	95.21	57.09	50.38	7.93						
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	11.74	95.21	57.09	50.38	7.93						
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 4		4	UCL	UCLPW	12.69	95.21	57.09	50.38	7.93						
	CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		95.21	42.40								
	4-WIRE COPPER LOOP															

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	17.30	144.68	94.22	56.72	10.68						
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	18.84	144.68	94.22	56.72	10.68						
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68						
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 4		4	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	17.30	119.56	81.44	56.72	10.68						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	18.84	119.56	81.44	56.72	10.68						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 4		4	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68						
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		95.21	42.40								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		18.19									
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils-2W pr less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.57	32.57								
		Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.57	32.57								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.59	32.59								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA		259.69									
		Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up	I		UEANL	USBSB		22.77									
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC		178.47									
		Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up	I		UEANL	USBSD		56.39									
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1	I	1	UEANL	USBN2	7.15	66.18	31.14	45.36	6.71						
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2	I	2	UEANL	USBN2	9.51	66.18	31.14	45.36	6.71						
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3	I	3	UEANL	USBN2	12.45	66.18	31.14	45.36	6.71						
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 4		4	UEANL	USBN2	18.26	66.18	31.14	45.36	6.71						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.20	8.20								
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		1	UEANL	USBN4	7.30	79.49	44.45	51.27	9.35						
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2		2	UEANL	USBN4	13.92	79.49	44.45	51.27	9.35						
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3		3	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35						
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 4		4	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.20	8.20								
		Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.29	53.32	18.28	45.36	6.71						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.20	8.20								
		Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	4.40	59.60	24.55	51.27	9.35						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.20	8.20								
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		34.36	0.00								
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.97	19.97								
		2W Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	6.06	66.18	31.14	45.36	6.71						
		2W Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	7.09	66.18	31.14	45.36	6.71						
		2W Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	8.16	66.18	31.14	45.36	6.71						
		2W Copper Unbundled Sub-Loop Distribution-Zone 4		4	UEF	UCS2X	9.90	66.18	31.14	45.36	6.71						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		8.20	8.20								
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	5.10	79.49	44.45	51.27	9.35						
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	9.11	79.49	44.45	51.27	9.35						
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35						
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 4		4	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35						

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		8.20	8.20								
	Loop Tagging SL1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88								
	Loop Testing-Basic 1st Half Hour			UEF	URET1		34.36	0.00								
	Loop Testing-Basic Additional Half Hour			UEF	URETA		19.97	19.97								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.80	5.13								
	Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.80	5.13								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		279.81	6.15								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per pr			UENTW	UENPP	0.3366	30.55									
	Network Interface Device (NID)															
	Network Interface Device (NID)-1-2 lines			UENTW	UND12		43.84	28.90								
	Network Interface Device (NID)-1-6 lines			UENTW	UND16		65.30	50.36								
	Network Interface Device Cross Connect-2W			UENTW	UNDC2		5.94	5.94								
	Network Interface Device Cross Connect-4W			UENTW	UNDC4		5.94	5.94								
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									
	Unbundled Contact Name, Provisioning Only-no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL	UNECN	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.12	24.12								
	Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.58	25.58								
	Loop Makeup--With or w/o Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6652	0.6652								
LINE SHARING																
	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	186.67	189.89	0.00	178.41	0.00						
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	46.67	189.89	0.00	178.41	0.00						
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	15.55	189.89	0.00	178.41	0.00						
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		86.98	0.00	49.96	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	18.62	10.66	10.04	4.93						
	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	2.75	18.62	10.66	10.04	4.93						
	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	5.51	18.62	10.66	10.04	4.93						
	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	8.26	18.62	10.66	10.04	4.93						
	Line Sharing-per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		16.48	8.24								
	Line Sharing-per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		16.48	8.24								
	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 - Mississippi														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								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	2.75	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	5.51	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	8.26	47.44	19.31	20.67	12.74						
	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-2W VG-Per mi per mo			U1TVX	1L5XX	0.0098										
		Interoffice Channel-Dedicated Transport-2W VG-Facility Termination			U1TVX	U1TV2	22.52	40.77	27.57	17.26	7.11						
		Interoffice Channel -Dedicated Transpor t-2W VG Rev Bat -Per mi per mo			U1TVX	1L5XX	0.0098										
		Interoffice Channel-Dedicated Transport-2W VG Rev Bat.-Facility Termination			U1TVX	U1TR2	22.52	40.77	27.57	17.26	7.11						
		Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo			U1TVX	1L5XX	0.0098										
		Interoffice Channel -Dedicated Transport-4W VG-Facility Termination			U1TVX	U1TV4	19.79	40.77	27.57	17.26	7.11						
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			U1TDX	1L5XX	0.0098										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination			U1TDX	U1TD5	15.68	40.78	27.57	17.26	7.11						
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			U1TDX	1L5XX	0.0098										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination			U1TDX	U1TD6	15.68	40.78	27.57	17.26	7.11						
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	132.21										
		CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.18	29.18	35.78	35.78						
E911 SERVICE																	
		Local Channel-Dedicated-2-wr VG					14.91	194.22	33.36	37.79	3.30						
		Interoffice Transport-Dedicated-2-wr VG Per mi					0.0098										
		Interoffice Transport-Dedicated-2-wr VG Per Facility Termination					22.52	40.77	27.57	17.26	7.11						
		Local Channel-Dedicated-DS1-Zone 1					36.83	178.50	154.61	22.89	15.74						
		Local Channel-Dedicated-DS1-Zone 2					35.99	178.50	154.61	22.89	15.74						
		Local Channel-Dedicated-DS1-Zone 3					221.63	178.50	154.61	22.89	15.74						
		Local Channel-Dedicated-DS1-Zone 4					221.63	178.50	154.61	22.89	15.74						
		Interoffice Transport-Dedicated-DS1 Per mi					0.2010										
		Interoffice Transport-Dedicated-DS1 Per Facility Termination					57.33	89.79	82.28	16.86	14.90						
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.																
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
		2WVG Loop in combination-Zone 1		1	UNCVX	UEAL2	13.89	105.96	68.28	52.82	10.37						
		2WVG Loop in combination-Zone 2		2	UNCVX	UEAL2	18.75	105.96	68.28	52.82	10.37						
		2WVG Loop in combination-Zone 3		3	UNCVX	UEAL2	27.55	105.96	68.28	52.82	10.37						
		Interoffice Transport-2W VG-Dedicated-Per mi Per mo			UNCVX	1L5XX	0.00088										
		Interoffice Transport-2W VG-Dedicated-Facility Termination per mo			UNCVX	U1TV2	20.32	40.77	27.57	17.26	7.11						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.63	5.63	7.20	7.20						
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
		4WVG Loop in combination -Zone 1		1	UNCVX	UEAL4	27.47	132.27	94.59	60.68	14.64						
		4WVG Loop in combination -Zone 2		2	UNCVX	UEAL4	38.26	132.27	94.59	60.68	14.64						
		4WVG Loop in combination -Zone 3		3	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64						
		Interoffice Transport-4W VG-Dedicated-Per mi Per mo			UNCVX	1L5XX	0.00088										
		Interoffice Transport-4W VG-Dedicated-Facility Termination per mo			UNCVX	U1TV4	17.86	40.77	27.57	17.26	7.11						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.63	5.63	7.20	7.20						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
		4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	27.44	126.53	88.85	60.68	14.64						
		4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	34.55	126.53	88.85	60.68	14.64						
		4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	40.76	126.53	88.85	60.68	14.64						
		Interoffice Transport-Dedicated-4W 56 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0098										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination per mo			UNCDX	U1TD5	22.52	40.78	27.57	17.26	7.11						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.63	5.63	7.20	7.20						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
		4W 64 kbps Local Loop in Combination-Zone 1		1	UNCDX	UDL64	27.44	126.53	88.85	60.68	14.64						
		4W 64 kbps Local Loop in Combination-Zone 2		2	UNCDX	UDL64	34.55	126.53	88.85	60.68	14.64						
		4W 64 kbps Local Loop in Combination-Zone 3		3	UNCDX	UDL64	40.76	126.53	88.85	60.68	14.64						
		Interoffice Transport-Dedicated-4W 64 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0098										
		Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination per mo			UNCDX	U1TD6	22.52	40.78	27.57	17.26	7.11						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.63	5.63	7.20	7.20						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	27.44	126.53	88.85	60.68	14.64						
		First 4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	34.55	126.53	88.85	60.68	14.64						
		First 4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	40.76	126.53	88.85	60.68	14.64						
		First 4W 56 kbps Local Loop in combination-Zone 4		4	UNCDX	UDL56	32.25	126.53	88.85	60.68	14.64						
		First 4We 56 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0098										
		First 4W 56 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD5	22.52	40.78	27.57	17.26	7.11						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.63	5.63	7.20	7.20						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4W 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	27.44	126.53	88.85	60.68	14.64						
		First 4W 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	34.55	126.53	88.85	60.68	14.64						
		First 4W 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	40.76	126.53	88.85	60.68	14.64						
		First 4W 64 kbps Local Loop in combination-Zone 4		4	UNCDX	UDL64	32.25	126.53	88.85	60.68	14.64						
		First l4W 65 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0098										
		First 4W 64 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD6	22.52	40.78	27.57	17.26	7.11						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.63	5.63	7.20	7.20						
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)																
		NRC Currently Combined Network Elements Switch -As-Is Charge-2W/4W VG			UNCVX	UNCCC		5.63	5.63	7.20	7.20						
		NRC Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps			UNCDX	UNCCC		5.63	5.63	7.20	7.20						
	Miscellaneous																
		NRC-Order Coordination Specific Time-Dedicated Transport	I		UN1CX	OCOSR		18 87	18.87								
	Note: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

NETWORK ELEMENTS & OTHER SERVICES - North Carolina													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							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 Web site: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE SPECIFIC"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "regional" OSS charges as offered by BellSouth. The OSS charges currently contained in this rate exhibit are the PSC state ordered "state specific" 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															
	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.															
	OSS-Electronic Service Order Charge, Per Local Service Request (LSR)-UNE Only				SOMEC		2.98	0.00	2.98	0.00						
	OSS-Manual Service Order Charge, Per Local Service Request (LSR)-UNE Only				SOMAN		15.20	0.00	15.20	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.															
				UAL, UENAL, 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															
	2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	14.97	102.10	65.72								
	2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	25.93	102.10	65.72								
	2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	40.81	102.10	65.72								
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		17.56									
	2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	14.97	102.10	65.72								
	2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	25.93	102.10	65.72								
	2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	40.81	102.10	65.72								
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		17.56									
	CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.64	36.33								
	Loop Tagging-SL2 (SL2)			UEA	URETL		11.20	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4W Analog VG Loop-Zone 1		1	UEA	UEAL4	21.32	127.40	91.02								
	4W Analog VG Loop-Zone 2		2	UEA	UEAL4	36.27	127.40	91.02								
	4W Analog VG Loop-Zone 3		3	UEA	UEAL4	56.57	127.40	91.02								
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		17.56									
	CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.64	36.33								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2W ISDN Digital Grade Loop-Zone 1		1	UDN	UTL2X	19.42	113.34	76.96								
	2W ISDN Digital Grade Loop-Zone 2		2	UDN	UTL2X	32.88	113.34	76.96								
	2W ISDN Digital Grade Loop-Zone 3		3	UDN	UTL2X	51.14	113.34	76.96								
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		17.56									
	CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.55	44.12								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	11.00	117.08	68.36								
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	18.39	117.08	68.36								
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	28.42	117.08	68.36								
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		17.56									
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2W	11.00	92.83	56.02								
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2W	18.39	92.83	56.02								
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2W	28.42	92.83	56.02								
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		17.56									
	CLEC to CLEC Conversion Charge w/o outside dispatch			UAL	UREWO		86.12	40.36								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	9.01	125.50	76.77								
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	14.87	125.50	76.77								
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	22.82	125.50	76.77								
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		17.56									
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	9.01	101.24	64.43								
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	14.87	101.24	64.43								
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	22.82	101.24	64.43								
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		17.56									
	CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.06	40.36								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4X	10.62	153.26	104.54								
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4X	17.67	153.26	104.54								
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	27.24	153.26	104.54								

NETWORK ELEMENTS & OTHER SERVICES - North Carolina

Attachment: 2 Exhibit: A

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		17.56									
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1	1	UHL	UHL4W	10.62	129.00	92.20								
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2	2	UHL	UHL4W	17.67	129.00	92.20								
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3	3	UHL	UHL4W	27.24	129.00	92.20								
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		17.56									
	CLEC to CLEC Conversion Charge w/o outside dispatch		UHL	UREWO		86.06	40.36								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP														
	4W Unbundled Digital 19.2 Kbps	1	UDL	UDL19	25.32	121.86	85.48								
	4W Unbundled Digital 19.2 Kbps	2	UDL	UDL19	43.11	121.86	85.48								
	4W Unbundled Digital 19.2 Kbps	3	UDL	UDL19	67.26	121.86	85.48								
	4W Unbundled Digital Loop 56 Kbps-Zone 1	1	UDL	UDL56	25.32	121.86	85.48								
	4W Unbundled Digital Loop 56 Kbps-Zone 2	2	UDL	UDL56	43.11	121.86	85.48								
	4W Unbundled Digital Loop 56 Kbps-Zone 3	3	UDL	UDL56	67.26	121.86	85.48								
	Order Coordination for Specified Conversion Time (per LSR)		UDL	OCOSL		17.56									
	4W Unbundled Digital Loop 64 Kbps-Zone 1	1	UDL	UDL64	25.32	121.86	85.48								
	4W Unbundled Digital Loop 64 Kbps-Zone 2	2	UDL	UDL64	43.11	121.86	85.48								
	4W Unbundled Digital Loop 64 Kbps-Zone 3	3	UDL	UDL64	67.26	121.86	85.48								
	Order Coordination for Specified Conversion Time (per LSR)		UDL	OCOSL		17.56									
	CLEC to CLEC Conversion Charge w/o outside dispatch		UDL	UREWO		102.03	49.70								
	2-WIRE Unbundled COPPER LOOP														
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1	1	UCL	UCLPB	13.26	116.18	67.46								
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2	2	UCL	UCLPB	22.39	116.18	67.46								
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3	3	UCL	UCLPB	34.80	116.18	67.46								
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		7.92	7.92								
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1	1	UCL	UCLPW	13.26	91.92	55.12								
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2	2	UCL	UCLPW	22.39	91.92	55.12								
	2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3	3	UCL	UCLPW	34.80	91.92	55.12								
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		7.92	7.92								
	CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-D)		UCL	UREWO		97.14	42.44								
	4-WIRE COPPER LOOP														
	4W Copper Loop including manual service inquiry and facility reservation-Zone 1	1	UCL	UCL4S	17.36	139.69	90.96								
	4W Copper Loop including manual service inquiry and facility reservation-Zone 2	2	UCL	UCL4S	29.61	139.69	90.96								
	4W Copper Loop including manual service inquiry and facility reservation-Zone 3	3	UCL	UCL4S	46.26	139.69	90.96								
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		7.92	7.92								
	4W Copper Loop w/o manual service inquiry and facility reservation-Zone 1	1	UCL	UCL4W	17.36	115.43	78.63								
	4W Copper Loop w/o manual service inquiry and facility reservation-Zone 2	2	UCL	UCL4W	29.61	115.43	78.63								
	4W Copper Loop w/o manual service inquiry and facility reservation-Zone 3	3	UCL	UCL4W	46.26	115.43	78.63								
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		7.92	7.92								
	CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-D)		UCL	UREWO		97.14	42.44								
UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP														
	2W Analog VG Loop-SL1-Zone 1	1	UEANL	UEAL2	12.11	36.54	16.87								
	2W Analog VG Loop-SL1-Zone 2	2	UEANL	UEAL2	21.24	36.54	16.87								
	2W Analog VG Loop-SL1-Zone 3	3	UEANL	UEAL2	33.65	36.54	16.87								
	2W Analog VG Loop-SL1-Zone 1	1	UEANL	UEASL	12.11	36.54	16.87								
	2W Analog VG Loop-SL1-Zone 2	2	UEANL	UEASL	21.24	36.54	16.87								
	2W Analog VG Loop-SL1-Zone 3	3	UEANL	UEASL	33.65	36.54	16.87								
	Unbundled Misc Rate Element, Tag Loop at End User Premise		UEANL	URETL		8.33	0.83								
	Loop Testing-Basic 1st Half Hour		UEANL	URET1		33.17	33.17								
	Loop Testing-Basic Additional Half Hour		UEANL	URETA		19.28	19.28								
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)		UEANL	UREWO		15.76	8.93								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)		UEANL	UEANM		13.04	13.04								
	Manual Order Coordination for UVL-SL1s (per loop)		UEANL	UEAMC		7.92	7.92								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)		UEANL	OCOSL		17.56									
	2-WIRE Unbundled COPPER LOOP														
	2W Unbundled Copper Loop-Non-Designed Zone 1	1	UEQ	UEQ2X	10.16	35.27	15.60								
	2W Unbundled Copper Loop-Non-Designed-Zone 2	2	UEQ	UEQ2X	17.55	35.27	15.60								
	2W Unbundled Copper Loop-Non-Designed-Zone 3	3	UEQ	UEQ2X	27.58	35.27	15.60								
	Unbundled Misc Rate Element, Tag Loop at End User Premise		UEQ	URETL		8.33	0.83								
	Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)		UEQ	USRMC		7.92	7.92								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)		UEQ	UEQMU		13.04	13.04								
	Loop Testing-Basic 1st Half Hour		UEQ	URET1		33.17	33.17								
	Loop Testing-Basic Additional Half Hour		UEQ	URETA		19.28	19.28								
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)		UEQ	UREWO		14.26	7.42								
LOOP MODIFICATION															
	Unbundled Loop Modification, Removal of Load Coils-2W Pr less than or equal to 18k ft. per Unbundled Loop		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMDL		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils-4W 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		12.15	12.15								
SUB-LOOPS															
	Sub-Loop Distribution														
	Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	1	UEANL	USBSA		144.05									
	Sub-Loop-Per Cross Box Location-Per 25 Pr Panel Set-Up	1	UEANL	USBSB		10.99									
	Sub-Loop-Per Building Equipment Rooms-CLEC Feeder Facility Set-Up	1	UEANL	USBSC		86.16									
	Sub-Loop-Per Building Equipment Room-Per 25 Pr Panel Set-Up	1	UEANL	USBSD		27.13									
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1	1	UEANL	USBN2	7.31	63.89	30.06								
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2	2	UEANL	USBN2	11.93	63.89	30.06								
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3	3	UEANL	USBN2	18.20	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop Pr		UEANL	USBMC		7.92	7.92								
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1	1	UEANL	USBN4	8.44	76.75	42.92								

NETWORK ELEMENTS & OTHER SERVICES - North Carolina

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment 2 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit A Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit A Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring First	Nonrecurring Add'l	NRC Disconnec First	NRC Disconnec Add'l	SOMEC	SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2	2	UEANL	USBN4	13.81	76.75	42.92								
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3	3	UEANL	USBN4	21.10	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop Pr		UEANL	USBMC		7.92	7.92								
	Sub-Loop 2W Intrabuilding Network Cable (INC)		UEANL	USBR2	2.79	51.48	17.65								
	Order Coordination for Unbundled Sub-Loops, per sub-loop Pr		UEANL	USBMC		7.92	7.92								
	Sub-Loop 4W Intrabuilding Network Cable (INC)		UEANL	USBR4	3.74	57.54	23.71								
	Order Coordination for Unbundled Sub-Loops, per sub-loop Pr		UEANL	USBMC		7.92	7.92								
	Loop Testing-Basic 1st Half Hour		UEANL	UIRET1		33.17	33.17								
	Loop Testing-Basic Additional Half Hour		UEANL	UIRETA		19.28	19.28								
	2W Copper Unbundled Sub-Loop Distribution-Zone 1	1	UEF	UCS2X	6.10	63.89	30.06								
	2W Copper Unbundled Sub-Loop Distribution-Zone 2	2	UEF	UCS2X	9.70	63.89	30.06								
	2W Copper Unbundled Sub-Loop Distribution-Zone 3	3	UEF	UCS2X	14.59	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop Pr		UEF	USBMC		7.92	7.92								
	4W Copper Unbundled Sub-Loop Distribution-Zone 1	1	UEF	UCS4X	6.58	76.75	42.92								
	4W Copper Unbundled Sub-Loop Distribution-Zone 2	2	UEF	UCS4X	10.51	76.75	42.92								
	4W Copper Unbundled Sub-Loop Distribution-Zone 3	3	UEF	UCS4X	15.84	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop Pr		UEF	USBMC		7.92	7.92								
	Loop Testing-Basic 1st Half Hour		UEF	UIRET1		33.17	33.17								
	Loop Testing-Basic Additional Half Hour		UEF	UIRETA		19.28	19.28								
	Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR		UEF	ULM2X		0.00	0.00								
	Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR		UEF	ULM4X		0.00	0.00								
	Unbundled Loop Modification, Remove of Bridge Tap, per unbundled loop		UEF	ULM8T		224.55	4.29								
	Unbundled Network Terminating Wire (UNTW)														
	Unbundled Network Terminating Wire (UNTW) per Pr		UENTW	UENPP	0.4351	14.72									
	Network Interface Device (NID)														
	Network Interface Device (NID)-1-2 lines		UENTW	UND12		86.37	56.69								
	Network Interface Device (NID)-1-6 lines		UENTW	UND16		127.83	98.21								
	Network Interface Device Cross Connect-2 W		UENTW	UNDC2		5.73	5.73								
	Network Interface Device Cross Connect-4W		UENTW	UNDC4		5.73	5.73								
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									
LOOP MAKE-UP															
	Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual)		UMK	UMKLW		23.29	23.29								
	Loop Makeup-Preordering With Reservation, per spare facility queried (Manual)		UMK	UMKLP		24.70	24.70								
	Loop Makeup--With or w/o Reservation, per working or spare facility queried (Mechanized)		UMK	UMKMQ		0.19	0.19								
LINE SHARING															
	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	181.18	183.33	0.00								
	Line Sharing Splitter, per System 24 Line Capacity		ULS	ULSDB	45.30	183.33	0.00								
	Line Sharing Splitter, Per System, 8 Line Capacity		ULS	ULSDB	12.73	424.61	0.00								
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)		ULS	ULSDG		55.96	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	17.97	10.29								
	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	3.49	54.71	28.77								
	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	6.99	54.71	28.77								
	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	10.48	54.71	28.77								
	Line Sharing-per Subsequent Activity per Line Rearrangement(BST Owned Splitter		ULS	ULSDS		15.91	7.95								
	Line Sharing-per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter		ULS	ULSDS		15.91	7.95								
	Line Sharing-per Line Activation (DLEC owned Splitter)-OBSOLETE see ""NOTE 2		ULS	ULSCC	0.61	47.44	19.31								
	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	3.49	47.44	19.31								
	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	6.99	47.44	19.31								
	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	10.48	47.44	19.31								
UNBUNDLED DEDICATED TRANSPORT															
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT														
	Interoffice Channel-Dedicated Transport-2W VG-Per Mile per mo		UITVX	IL5XX	0.0125										
	Interoffice Channel-Dedicated Transport-2W VG-Facility Termination		UITVX	UITV2	18.00	39.36	26.62								
	Interoffice Channel -Dedicated Transport-2W VG Rev Bat-Per Mile per mo		UITVX	IL5XX	0.0125										
	Interoffice Channel-Dedicated Transport-2W VG Rev Bat-Facility Termination		UITVX	UITR2	18.00	39.36	26.62								
	Interoffice Channel-Dedicated Transport-4W VG-Per Mile per mo		UITVX	IL5XX	0.0125										
	Interoffice Channel -Dedicated Transport-4W VG-Facility Termination		UITVX	UITV4	22.16	39.36	26.62								
	Interoffice Channel-Dedicated Transport-56 kbps-per mile per mo		UITDX	IL5XX	0.0282										
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination		UITDX	UITD5	17.40	39.37	26.62								
	Interoffice Channel-Dedicated Transport-64 kbps-per mile per mo		UITDX	IL5XX	0.0282										
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination		UITDX	UITD6	17.40	39.37	26.62								
SIGNALING (CCS7)															
	CCS7 Signaling Connection, Per link (A link)--DS1		UDB	TPP9A	18.22	34.50	34.50								
	CCS7 Signaling Connection, Per link (A link)--DS3		UDB	TPP9A	18.22	34.50	34.50								

NETWORK ELEMENTS & OTHER SERVICES - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment 2 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit A Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Exhibit A Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	NRC Disconnec First	NRC Disconnec Add'l	SOMEC	SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per link (B link) (also known as D link)--DS1			UDB	TPP9B	18.22	34.50	34.50								
	CCS7 Signaling Connection, Per link (B link) (also known as D link)--DS3			UDB	TPP9B	18.22	34.50	34.50								
	CCS7 Signaling Termination, Per STP Port			UDB	PTBSX	132.83										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		40.00	40.00								
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00								
E911 SERVICE																
	Local Channel-Dedicated-2-wr VG-Zone 1					11.24	187.51	32.21								
	Local Channel-Dedicated-2-wr VG-Zone 2					19.91	187.51	32.21								
	Local Channel-Dedicated-2-wr VG-Zone 3					31.70	187.51	32.21								
	Interoffice Transport-Dedicated-2-wr VG Per Mile					0.0282										
	Interoffice Transport-Dedicated-2-wr VG Per Facility Termination					18.00	39.36	26.62								
	Local Channel-Dedicated-DS1-Zone 1					27.05	172.34	149.27								
	Local Channel-Dedicated-DS1-Zone 2					47.94	172.34	149.27								
	Local Channel-Dedicated-DS1-Zone 3					76.32	172.34	149.27								
	Interoffice Transport-Dedicated-DS1 Per Mile					0.5753										
	Interoffice Transport-Dedicated-DS1 Per Facility Termination					71.29	86.69	79.44								
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.															
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	2WVG Loop in combination-Zone 1		1	UNCVX	UEAL2	14.97	102.10	65.72				15.20				
	2WVG Loop in combination-Zone 2		2	UNCVX	UEAL2	25.93	102.10	65.72				15.20				
	2WVG Loop in combination-Zone 3		3	UNCVX	UEAL2	40.81	102.10	65.72				15.20				
	Interoffice Transport-2W VG-Dedicated-Per Mile Per mo			UNCVX	1L5XX	0.0125										
	Interoffice Transport-2W VG-Dedicated-Facility Termination per mo			UNCVX	UITV2	18.00	39.36	26.62								
	NRC Currently Combined Network Elements, Switch -As-Is Charge			UNCVX	UNCCC		5.43	5.43				15.20				
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	4WVG Loop in combination -Zone 1		1	UNCVX	UEAL4	21.32	127.40	91.02				15.20				
	4WVG Loop in combination -Zone 2		2	UNCVX	UEAL4	36.27	127.40	91.02				15.20				
	4WVG Loop in combination -Zone 3		3	UNCVX	UEAL4	56.57	127.40	91.02				15.20				
	Interoffice Transport-4W VG-Dedicated-Per Mile Per mo			UNCVX	1L5XX	0.0125										
	Interoffice Transport-4W VG-Dedicated-Facility Termination per mo			UNCVX	UITV4	22.16	39.36	26.62								
	NRC Currently Combined Network Elements, Switch -As-Is Charge			UNCVX	UNCCC		5.43	5.43				15.20				
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	25.32	121.86	85.48				15.20				
	4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	43.11	121.86	85.48				15.20				
	4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	67.26	121.86	85.48				15.20				
	Interoffice Transport-Dedicated-4W 56 kbps combination-Per Mile per mo			UNCDX	1L5XX	0.0282										
	Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination per mo			UNCDX	UITD5	17.40	39.37	26.62				15.20				
	NRC Currently Combined Network Elements, Switch -As-Is Charge			UNCDX	UNCCC		5.43	5.43				15.20				
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4W 64 kbps Local Loop in Combination-Zone 1		1	UNCDX	UDL64	25.32	121.86	85.48				15.20				
	4W 64 kbps Local Loop in Combination-Zone 2		2	UNCDX	UDL64	43.11	121.86	85.48				15.20				
	4W 64 kbps Local Loop in Combination-Zone 3		3	UNCDX	UDL64	67.26	121.86	85.48				15.20				
	Interoffice Transport-Dedicated-4W 64 kbps combination-Per Mile per mo			UNCDX	1L5XX	0.0282										
	Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination per mo			UNCDX	UITD5	17.40	39.37	26.62				15.20				
	NRC Currently Combined Network Elements, Switch -As-Is Charge			UNCDX	UNCCC		5.43	5.43				15.20				
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	First 4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	25.32	121.86	85.48				15.20				
	First 4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	43.11	121.86	85.48				15.20				
	First 4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	67.26	121.86	85.48				15.20				
	First 4W 56 kbps Interoffice Transport-Dedicated-Per Mile per mo			UNCDX	1L5XX	0.0282										
	First 4W 56 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	UITD5	17.40	39.37	26.62				15.20				
	NRC Currently Combined Network Elements, Switch -As-Is Charge			UNCDX	UNCCC		5.43	5.43				15.20				
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	First 4W 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	25.32	121.86	85.48				15.20				
	First 4W 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	43.11	121.86	85.48				15.20				
	First 4W 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	67.26	121.86	85.48				15.20				
	First 4W 64 kbps Interoffice Transport-Dedicated-Per Mile per mo			UNCDX	1L5XX	0.0282										
	First 4W 64 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	UITD5	17.40	39.37	26.62				15.20				
	NRC Currently Combined Network Elements, Switch -As-Is Charge			UNCDX	UNCCC		5.43	5.43				15.20				
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurring 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)															
	NRC Currently Combined Network Elements, Switch -As-Is Charge-2W/4W VG			UNCVX	UNCCC		5.43	5.43								
	NRC Currently Combined Network Elements, Switch -As-Is Charge-56/64 kbps			UNCDX	UNCCC		5.43	5.43								
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							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															
OPERATIONS 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															
	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															
	OSS-Electronic Service Order Charge, Per LSR-UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS-Manual Service Order Charge, LSR-UNE Only				SOMAN		15.69	0.00	1.97	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									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEAL2	14.94	37.92	17.62	23.56	5.32						
	2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEAL2	21.39	37.92	17.62	23.56	5.32						
	2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEAL2	26.72	37.92	17.62	23.56	5.32						
	2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEASL	14.94	37.92	17.62	23.56	5.32						
	2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEASL	21.39	37.92	17.62	23.56	5.32						
	2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEASL	26.72	37.92	17.62	23.56	5.32						
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83								
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		34.23	0.00								
	Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.81	8.96								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEANL	UEANM		13.47	13.47								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.17	8.17								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.13	18.13								
	2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED															
	2W Unbundled Copper Loop-Non-Designed Zone 1	I	1	UEQ	UEQ2X	12.94	36.40	16.10	22.66	4.42						

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2W Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	14.51	36.40	16.10	22.66	4.42						
	2W Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	15.02	36.40	16.10	22.66	4.42						
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
	Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		8.17	8.17								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		13.47	13.47								
	Loop Testing-Basic 1st Half Hour			UEQ	URET1		34.23	0.00								
	Loop Testing-Basic Additional Half Hour			UEQ	URETA		19.90	19.90								
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.30	7.45								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	16.68	105.98	68.43	53.05	10.61						
	2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	23.13	105.98	68.43	53.05	10.61						
	2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	28.46	105.98	68.43	53.05	10.61						
	2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	16.68	105.98	68.43	53.05	10.61						
	2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	23.13	105.98	68.43	53.05	10.61						
	2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	28.46	105.98	68.43	53.05	10.61						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.90	36.44								
	Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.24	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4W Analog VG Loop-Zone 1		1	UEA	UEAL4	32.59	132.38	94.83	59.35	14.61						
	4W Analog VG Loop-Zone 2		2	UEA	UEAL4	43.89	132.38	94.83	59.35	14.61						
	4W Analog VG Loop-Zone 3		3	UEA	UEAL4	43.38	132.38	94.83	59.35	14.61						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.90	36.44								
2-WIRE ISDN DIGITAL GRADE LOOP																
	2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	25.21	117.58	80.03	53.05	10.61						
	2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	32.76	117.58	80.03	53.05	10.61						
	2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	37.70	117.58	80.03	53.05	10.61						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.82	44.25								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	12.19	120.84	70.56	50.37	7.93						
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	13.71	120.84	70.56	50.37	7.93						
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	14.14	120.84	70.56	50.37	7.93						
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1		1	UAL	UAL2W	12.19	95.81	57.82	50.37	7.93						
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2		2	UAL	UAL2W	13.71	95.81	57.82	50.37	7.93						
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3		3	UAL	UAL2W	14.14	95.81	57.82	50.37	7.93						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UAL	UREWO		86.38	40.48								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	9.58	129.52	79.24	50.37	7.93						
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	10.92	129.52	79.24	50.37	7.93						
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	11.40	129.52	79.24	50.37	7.93						
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	9.58	104.49	66.50	50.37	7.93						
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	10.92	104.49	66.50	50.37	7.93						
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	11.40	104.49	66.50	50.37	7.93						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.32	40.48								
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	16.02	158.18	107.89	55.12	10.38						

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4X	14.33	158.18	107.89	55.12	10.38						
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	16.84	158.18	107.89	55.12	10.38						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38						
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	16.84	133.14	95.16	55.12	10.38						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UHL	UREWO		86.32	40.48								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	34.74	126.66	89.12	59.35	14.61						
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		102.34	49.85								
	2-WIRE Unbundled COPPER LOOP																
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93						
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93						
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93						
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93						
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93						
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93						
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
	4-WIRE COPPER LOOP																
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38						
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38						
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38						
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38						
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		18.13									
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils-2W pr less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.46	32.46								
		Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.46	32.46								

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect			OSS Rates($)			
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.48	32.48								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA		241.42	241.42								
		Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up	I		UEANL	USBSB		22.69	22.69								
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC		177.84	177.84								
		Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up	I		UEANL	USBSD		55.58	55.58								
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1	I	1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71						
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2	I	2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71						
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3	I	3	UEANL	USBN2	14.79	65.94	31.03	45.35	6.71						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.17	8.17								
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09						
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2		2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09						
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3		3	UEANL	USBN4	18.90	79.21	44.29	49.82	9.09						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.17	8.17								
		Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.41	53.13	18.21	45.35	6.71						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.17	8.17								
		Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	5.36	59.38	24.47	49.82	9.09						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		8.17	8.17								
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		34.23	0.00								
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
		2W Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71						
		2W Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71						
		2W Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		8.17	8.17								
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	7.85	79.21	44.29	49.82	9.09						
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09						
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		8.17	8.17								
		Loop Tagging SL1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88								
		Loop Testing-Basic 1st Half Hour			UEF	URET1		34.23	0.00								
		Loop Testing-Basic Additional Half Hour			UEF	URETA		19.90	19.90								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.17	5.11								
		Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.17	5.11								
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.82	6.13								
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per pr			UENTW	UENPP	0.3303	30.20	30.20								
	Network Interface Device (NID)																
		Network Interface Device (NID)-1-2 lines			UENTW	UND12		43.68	28.79								
		Network Interface Device (NID)-1-6 lines			UENTW	UND16		64.42	49.53								
		Network Interface Device Cross Connect-2W			UENTW	UNDC2		5.92	5.92								
		Network Interface Device Cross Connect-4W			UENTW	UNDC4		5.92	5.92								
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									
		Unbundled Contact Name, Provisioning Only-no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL	UNECN	0.00	0.00									
LOOP MAKE-UP																	
		Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		24.04	24.04								
		Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.49	25.49								
		Loop Makeup--With or w/o Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.34	0.34								

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LINE SHARING																	
	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	216.22	189.21	0.00	178.38	0.00						
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	54.05	189.21	0.00	178.38	0.00						
		Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	18.02	189.21	0.00	178.38	0.00						
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		86.67	0.00	49.95	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	18.55	10.62	10.04	4.93						
		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	3.24	18.55	10.62	10.04	4.93						
		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	6.47	18.55	10.62	10.04	4.93						
		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	9.71	18.55	10.62	10.04	4.93						
		Line Sharing- per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		16.42	8.21								
		Line Sharing- per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		16.42	8.21								
		Line Sharing- per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	20.67	12.74						
		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	3.24	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	6.47	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	9.71	47.44	19.31	20.67	12.74						
	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-2W VG-Per mi per mo			U1TVX	1L5XX	0.0167										
		Interoffice Channel-Dedicated Transport- 2W VG-Facility Termination			U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91						
		Interoffice Channel -Dedicated Transpor t- 2W VG Rev Bat.-Per mi per mo			U1TVX	1L5XX	0.0167										
		Interoffice Channel-Dedicated Transport- 2W VG Rev Bat.-Facility Termination			U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91						
		Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo			U1TVX	1L5XX	0.0167										
		Interoffice Channel -Dedicated Transport-4W VG-Facility Termination			U1TVX	U1TV4	21.29	40.63	27.47	16.77	6.91						
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			U1TDX	1L5XX	0.0167										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination			U1TDX	U1TD5	16.76	40.63	27.47	16.77	6.91						
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			U1TDX	1L5XX	0.0167										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination			U1TDX	U1TD6	16.76	40.63	27.47	16.77	6.91						
SIGNALING (CCS7)																	
		CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	16.93	35.61	35.61	16.48	16.48						
		CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	16.93	35.61	35.61	16.48	16.48						
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	16.93	35.61	35.61	16.48	16.48						
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	16.93	35.61	35.61	16.48	16.48						
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	163.49										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.08	29.08	35.65	35.65						
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		29.08	29.08	35.65	35.65						

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
E911 SERVICE																	
		Local Channel-Dedicated-2-wr VG					15.33	193.53	33.24	36.72	3.21						
		Interoffice Transport-Dedicated-2-wr VG Per mi					0.0167										
		Interoffice Transport-Dedicated-2-wr VG Per Facility Termination					24.30	40.63	27.47	16.77	6.91						
		Local Channel-Dedicated-DS1-Zone 1					42.62	177.87	154.06	22.24	15.30						
		Local Channel-Dedicated-DS1-Zone 2					70.32	177.87	154.06	22.24	15.30						
		Local Channel-Dedicated-DS1-Zone 3					190.68	177.87	154.06	22.24	15.30						
		Interoffice Transport-Dedicated-DS1 Per mi					0.3415										
		Interoffice Transport-Dedicated-DS1 Per Facility Termination					77.14	89.47	81.99	16.39	14.48						
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.																
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
		2WVG Loop in combination-Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
		2WVG Loop in combination-Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
		2WVG Loop in combination-Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
		Interoffice Transport-2W VG-Dedicated- Per mi Per mo			UNCVX	1L5XX	0.0134										
		Interoffice Transport-2W VG-Dedicated-Facility Termination per mo			UNCVX	U1TV2	19.44	40.63	27.47	16.77	6.91						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.61	5.61	7.00	7.00						
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
		4WVG Loop in combination -Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
		4WVG Loop in combination -Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
		4WVG Loop in combination -Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
		Interoffice Transport-4W VG-Dedicated-Per mi Per mo			UNCVX	1L5XX	0.0134										
		Interoffice Transport-4W VG-Dedicated- Facility Termination per mo			UNCVX	U1TV4	17.03	40.63	27.47	16.77	6.91						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
		4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
		4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
		4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
		Interoffice Transport-Dedicated-4W 56 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0134										
		Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination per mo			UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
		4W 64 kbps Local Loop in Combination-Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
		4W 64 kbps Local Loop in Combination-Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		4W 64 kbps Local Loop in Combination-Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		Interoffice Transport-Dedicated-4W 64 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0134										
		Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination per mo			UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
		First 4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
		First 4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
		First 4We 56 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0134										
		First 4W 56 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4W 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
		First 4W 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		First 4W 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
		First 4W 64 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0134										
		First 4W 64 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91						
		NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00						
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)																
		NRC Currently Combined Network Elements Switch -As-Is Charge-2W/4W VG			UNCVX	UNCCC		5.61	5.61	7.00	7.00						
		NRC Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps			UNCDX	UNCCC		5.61	5.61	7.00	7.00						
	Miscellaneous																
		NRC-Order Coordination Specific Time-Dedicated Transport	I		UN1CX	OCOSR		18.90	18.90								

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							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															
OPERATIONS 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															
	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															
	NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**															
	OSS-Electronic Service Order Charge, Per LSR-UNE Only				SOMEC		3.50	0.00	3.50	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									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEAL2	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEAL2	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEAL2	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2W Analog VG Loop- SL1- Zone 1		1	UEANL	UEASL	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2W Analog VG Loop- SL1- Zone 2		2	UEANL	UEASL	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2W Analog VG Loop- SL1- Zone 3		3	UEANL	UEASL	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83					20.35	10.54	13.32	13.32
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		57.67	0.00					20.35	10.54	13.32	13.32
	Loop Testing-Basic Additional Half Hour			UEANL	URETA		37.44	37.44					20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.80	8.95					20.35	10.54	13.32	13.32
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEANL	UEANM		25.33	25.33					0.00	0.00	0.00	0.00
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36.52	36.52					0.00	0.00	0.00	0.00
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		34.29						0.00	0.00	0.00	0.00
	2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED															
	2W Unbundled Copper Loop-Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83					20.35	10.54	13.32	13.32
		Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		36.52	36.52					0.00	0.00	0.00	0.00
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		25.33	25.33					20.35	10.54	13.32	13.32
		Loop Testing-Basic 1st Half Hour			UEQ	URET1		57.67	0.00					20.35	10.54	13.32	13.32
		Loop Testing-Basic Additional Half Hour			UEQ	URETA		37.44	37.44					20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.29	7.44					20.35	10.54	13.32	13.32
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2W Analog VG Loop- SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2W Analog VG Loop- SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
		Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.23	1.10					20.35	10.54	13.32	13.32
	4-WIRE ANALOG VOICE GRADE LOOP																
		4W Analog VG Loop-Zone 1		1	UEA	UEAL4	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Analog VG Loop-Zone 2		2	UEA	UEAL4	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Analog VG Loop-Zone 3		3	UEA	UEAL4	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	19.77	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	29.63	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	49.47	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	12.30	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	18.43	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
		2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	30.77	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1	I	1	UAL	UAL2W	12.30	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2	I	2	UAL	UAL2W	18.43	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3	I	3	UAL	UAL2W	30.77	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o outside dispatch	I		UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	9.64	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	14.44	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	24.12	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1	I	1	UHL	UHL2W	9.64	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2	I	2	UHL	UHL2W	14.44	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3	I	3	UHL	UHL2W	24.12	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	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	12.40	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4X	18.58	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
		4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	31.03	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 1	I	1	UHL	UHL4W	12.40	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 2	I	2	UHL	UHL4W	18.58	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
		4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation-Zone 3	I	3	UHL	UHL4W	31.03	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO		102.28	49.82					20.35	10.54	13.32	13.32
	2-WIRE Unbundled COPPER LOOP																
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1	I	1	UCL	UCLPB	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2	I	2	UCL	UCLPB	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3	I	3	UCL	UCLPB	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCLPW	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCLPW	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCLPW	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE COPPER LOOP																
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCL4S	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCL4S	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCL4S	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCL4W	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCL4W	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCL4W	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52					0.00	0.00	0.00	0.00
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		34.29						0.00	0.00	0.00	0.00
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils-2W pr less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65.40	65.40					20.35	10.54	13.32	13.32
		Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		65.40	65.40					20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65 44	65.44					20 35	10.54	13.32	13.32
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA		517.25	517 25					20 35	10.54	13.32	13.32
	Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up	I		UEANL	USBSB		42 68	42.68					20.35	10.54	13.32	13.32
	Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC		313.01	313.01					20 35	10.54	13.32	13.32
	Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up	I		UEANL	USBSD		108.06	108.06					20 35	10.54	13.32	13.32
	Sub-Loop Distribution Per 2W Analog VG Loop-Statewide			UEANL	USBN2	10 02	148 84	112.34	73 14	36.65			20.35	10.54	13 32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		34.29	34.29					0.00	0.00	0.00	0.00
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		1	UEANL	USBN4	6.54	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2		2	UEANL	USBN4	9.80	106.85	51.20	74 08	11.55			20.35	10.54	13.32	13 32
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3		3	UEANL	USBN4	16.36	106.85	51.20	74 08	11.55			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		34.29	34.29					0.00	0.00	0.00	0.00
	Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1 35	94.56	29.35					20.35	10 54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		34.29	34.29					0 00	0.00	0.00	0.00
	Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2 26	116 14	37.10					20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		34 29	34.29					0.00	0.00	0.00	0.00
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		57.67	0.00					0 00	0.00	0.00	0.00
	Loop Testing-Basic Additional Half Hour			UEANL	URETA		37.44	37.44					0.00	0.00	0.00	0.00
	2W Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	4.67	81.40	25 75	70 82	9.55			20 35	10.54	13.32	13 32
	2W Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	6.99	81.40	25.75	70.82	9.55			20 35	10.54	13.32	13.32
	2W Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	11.67	81.40	25.75	70.82	9.55			20.35	10 54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		34.29	34.29					0.00	0.00	0.00	0.00
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	5.85	81.74	26.08	74.08	11.55			20 35	10.54	13.32	13 32
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	8.76	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	14.63	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13 32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		34 29	34 29					0.00	0.00	0.00	0 00
	Loop Tagging SL1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88								
	Loop Testing-Basic 1st Half Hour			UEF	URET1		57.67	0.00					0.00	0 00	0.00	0.00
	Loop Testing-Basic Additional Half Hour			UEF	URETA		37 44	37 44					0.00	0.00	0.00	0.00
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.36	7.82					20.35	10.54	13.32	13.32
	Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82					20.35	10.54	13.32	13.32
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		528 48	9.74					20 35	10.54	13.32	13 32
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per pr	I		UENTW	UENPP	0.4555	2.48	2.48	0.5814	0.5814			20 35	10.54	13.32	13.32
	Network Interface Device (NID)															
	Network Interface Device (NID)-1-2 lines			UENTW	UND12		63.46	31.06	0.6391	0.6391			20 35	10.54	13 32	13.32
	Network Interface Device (NID)-1-6 lines			UENTW	UND16		63.46	31.06	0.6522	0.6522			20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect-2W			UENTW	UNDC2		8 75	8 75					20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect-4W			UENTW	UNDC4		8.75	8.75					20.35	10.54	13.32	13.32
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									
	Unbundled Contact Name, Provisioning Only-no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL	UNECN	0 00	0 00									
	Note (1): Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the Tennessee Regulatory Authority.															
LOOP MAKE-UP																
	Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual).	R		UMK	UMKLW		0.76	0.76					0 00	0.00	0.00	0.00
	Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).	R		UMK	UMKLP		0.76	0.76					0.00	0.00	0.00	0.00
	Loop Makeup--With or w/o Reservation, per working or spare facility queried (Mechanized)	R		UMK	UMKMQ		0.76	0.76					0.00	0.00	0.00	0.00
LINE SHARING																

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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	100.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	25.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		163.06	0.00	92.71	0.00			20.35	10.54	13.32	13.32
	END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING															
	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	2.94	40.00	31.39	0.00	0.00			20.35	10.54	13.32	13.32
	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	5.87	40.00	31.39	0.00	0.00			20.35	10.54	13.32	13.32
	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	8.81	40.00	31.39	0.00	0.00			20.35	10.54	13.32	13.32
	Line Sharing- per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		30.00	15.00					20.35	10.54	13.32	13.32
	Line Sharing- per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		30.00	15.00					20.35	10.54	13.32	13.32
	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	2.94	47.44	19.31	0.00	0.00			20.35	10.54	13.32	13.32
	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	5.87	47.44	19.31	0.00	0.00			20.35	10.54	13.32	13.32
	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	8.81	47.44	19.31	0.00	0.00			20.35	10.54	13.32	13.32
	MAINTENANCE															
	No Trouble Found-per 1/2 hour increments-Basic						80.00	55.00					0.00	0.00	0.00	0.00
	No Trouble Found-per 1/2 hour increments-Overtime						120.00	82.50					0.00	0.00	0.00	0.00
	No Trouble Found-per 1/2 hour increments-Premium						160.00	110.00					0.00	0.00	0.00	0.00
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			U1TVX	1L5XX	0.0174										
	Interoffice Channel-Dedicated Transport- 2W VG-Facility Termination			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel -Dedicated Transport- 2W VG Rev Bat.-Per mi per mo			U1TVX	1L5XX	0.0174										
	Interoffice Channel-Dedicated Transport- 2W VG Rev Bat.-Facility Termination			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo			U1TVX	1L5XX	0.0174										
	Interoffice Channel -Dedicated Transport-4W VG-Facility Termination			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07			15.08	15.08	9.80	10.54
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			U1TDX	1L5XX	0.0174										
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			U1TDX	1L5XX	0.0174										
	Interoffice Channel-Dedicated Transport-64 kbps-Facilty Termination			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
SIGNALING (CCS7)																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	0.00	0.00	0.00
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.															
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	2WVG Loop in combination-Zone 1		1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86			31.26	10.42	0.00	0.00
	2WVG Loop in combination-Zone 2		2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86			31.26	10.42	0.00	0.00
	2WVG Loop in combination-Zone 3		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86			31.26	10.42	0.00	0.00
	Interoffice Transport-2W VG-Dedicated- Per mi Per mo			UNCVX	1L5XX	0.0174										
	Interoffice Transport-2W VG-Dedicated-Facility Termination per mo			UNCVX	U1TV2	18.58	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	0.00
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	4WVG Loop in combination -Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86			31.26	10.42	0.00	0.00
	4WVG Loop in combination -Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			31.26	10.42	0.00	0.00
	4WVG Loop in combination -Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			31.26	10.42	0.00	0.00
	Interoffice Transport-4W VG-Dedicated-Per mi Per mo			UNCVX	1L5XX	0.0174										
	Interoffice Transport-4W VG-Dedicated- Facilty Termination per mo			UNCVX	U1TV4	24.09	79.83	44.08	69.32	31.00			15.08	15.08	8.66	8.66
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	0.00
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	Interoffice Transport-Dedicated-4W 56 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0174										
	Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination per mo			UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	0.00
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4W 64 kbps Lcoal Loop in Combination-Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	4W 64 kbps Lcoal Loop in Combination-Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	4W 64 kbps Lcoal Loop in Combination-Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	Interoffice Transport-Dedicated-4W 64 kbps combination-Per mi per mo			UNCDX	1L5XX	0.0174										
	Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination per mo			UNCDX	U1TD6	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	0.00
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	First 4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	First 4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	First 4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	First 4W 56 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0174										
	First 4W 56 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	0.00
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	First 4W 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	First 4W 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	First 4W 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	10.54	13.32	0.00
	First 4W 64 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.0174										
	First 4W 64 kbps Interoffice Transport-Dedicated-Facility Termination per mo			UNCDX	U1TD6	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			31.26	10.42	0.00	0.00
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)															
	NRC Currently Combined Network Elements Switch -As-Is Charge-2W/4W VG			UNCVX	UNCCC		52.73	24.62	9.12	9.12			53.73	24.62	0.00	0.00
	NRC Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	10.54	0.00	0.00
	Miscellaneous															
	NRC-Order Coordination Specific Time-Dedicated Transport	I		UN1CX	OCOSR		18.93	18.93					0.00	0.00	0.00	0.00
	Note: Rates displaying an "R" in the interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.															

INTERCONNECTION

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NETWORK INTERCONNECTION

1. GENERAL

1.1 As set forth herein, this Attachment 3 specifies the rights and obligations of the Parties with respect to the establishment of CMRS local interconnection between BellSouth Telecommunications, Inc. and ALLTEL Communications, Inc. The complete interconnection agreement as well as this attachment is entered into by BellSouth, ALLTEL's CLEC entity and ALLTEL's CMRS entity as the result of negotiation and compromise for the sole purpose of establishing a single interconnection arrangement between the three entities. As such the Parties intend for this regional Agreement to be applicable as so indicated to both the CLEC and CMRS interconnection arrangements as a single unified interconnection arrangement, the specific interconnection arrangements for CLEC and CMRS traffic are identified in the headings of this Attachment.

1.2 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service on the following terms:

2. CLEC 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 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 CLEC Carrier.

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 CLEC Carrier.

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 CLEC Carrier'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 CLEC Carrier's network.

3. CLEC NETWORK INTERCONNECTION

3.1 This Attachment pertains only to the provision of network interconnection where CLEC Carrier 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 **CLEC 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 **CLEC FIBER MEET**

3.4.1 Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if CLEC Carrier elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, CLEC Carrier 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, CLEC Carrier'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 CLEC Carrier 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 CLEC Carrier, BellSouth shall allow CLEC Carrier access to the fusion splice point for the Fiber Meet point for maintenance purposes on CLEC Carrier'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. CLEC Carrier shall be billed for a mixed use of the Local Channel using the actual traffic CLEC Carrier 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. CLEC INTERCONNECTION TRUNK GROUP ARCHITECTURES

4.1 BellSouth and CLEC Carrier 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 CLEC Carrier shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of CLEC Carrier's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent CLEC Carrier 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 CLEC Carrier has established interconnection trunk groups, CLEC Carrier shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.

4.2.1 Notwithstanding the foregoing, CLEC Carrier shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where CLEC Carrier has homed (i.e. assigned) its NPA/NXXs. CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier's NXX access tandem homing arrangement as specified by CLEC Carrier in the LERG.

4.4 Any CLEC Carrier interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to CLEC Carrier from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require CLEC Carrier 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 CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier is also an IXC, the IXC's Feature Group D (FGD) 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 CLEC Carrier'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 CLEC INTERCONNECTION TRUNK GROUPS FOR EXCHANGE OF LOCAL TRAFFIC AND TRANSIT TRAFFIC

4.10.1 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. CLEC Carrier shall order such two-way trunks via the 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.

4.10.2 CLEC 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

4.10.2.1 CLEC Basic Architecture

In the basic architecture, CLEC Carrier'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 CLEC Carrier and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between CLEC Carrier and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which CLEC Carrier desires to exchange traffic. This trunk group also carries CLEC Carrier 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 CLEC Carrier. 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.

4.10.2.2 **CLEC 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 CLEC Carrier-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 CLEC Carrier End Users. A two-way trunk group provides Intratandem Access for CLEC Carrier's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between CLEC Carrier and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which CLEC Carrier desires to exchange traffic. This trunk group also carries CLEC Carrier 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 CLEC Carrier. 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.

4.10.2.3 **CLEC 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 CLEC Carrier and BellSouth. In addition, a separate two-way transit trunk group must be established for CLEC Carrier's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between CLEC Carrier and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which CLEC Carrier desires to exchange traffic. This trunk group also carries CLEC Carrier 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 CLEC Carrier. However, where CLEC Carrier 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.

4.10.2.4 **CLEC Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and CLEC Carrier's Transit Traffic are exchanged on a single two-way trunk group between CLEC Carrier and BellSouth to provide Intratandem Access to CLEC Carrier. This trunk group carries Transit Traffic between CLEC Carrier and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which CLEC Carrier desires to exchange traffic. This trunk group also carries CLEC Carrier 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 CLEC Carrier. However, where CLEC Carrier 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.

4.10.2.5 **CLEC Multiple Tandem Access Interconnection**

4.10.2.5.1 Where CLEC Carrier does not choose access tandem interconnection at every BellSouth access tandem within a LATA, CLEC Carrier may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA CLEC Carrier 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 CLEC Carrier's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. CLEC Carrier must also establish an interconnection trunk group(s) at all BellSouth access tandems where CLEC Carrier NXXs are homed as described in Section 4.2.1 above. If CLEC Carrier 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, CLEC Carrier can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate CLEC Carrier's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End Users served through those BellSouth access tandems where CLEC Carrier does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.2.5.2 CLEC Carrier 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 IXC. Switched access traffic originated by or terminated to CLEC Carrier will be delivered to and from IXCs based on CLEC Carrier's NXX access tandem homing arrangement as specified by CLEC Carrier in the LERG.

4.10.2.5.3 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.

4.10.2.5.4 To the extent CLEC Carrier does not purchase MTA in a LATA served by multiple access tandems, CLEC Carrier must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent CLEC Carrier routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, CLEC Carrier shall pay BellSouth the associated MTA charges.

4.10.3 **CLEC Local Tandem Interconnection**

4.10.3.1 Local Tandem Interconnection arrangement allows CLEC Carrier to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of CLEC Carrier-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.

4.10.3.2 When a specified local calling area is served by more than one BellSouth local tandem, CLEC Carrier must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier does not choose to establish an interconnection trunk group(s). It is CLEC Carrier'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 CLEC Carrier's codes. Likewise, CLEC Carrier shall obtain its routing information from the LERG.

4.10.3.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, CLEC Carrier must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which CLEC Carrier has NPA/NXXs homed for the delivery of IXC 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 GSST).

4.10.3.4 BellSouth's provisioning of Local Tandem Interconnection assumes that CLEC Carrier has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.4 **CLEC Direct End Office-to-End Office Interconnection**

4.10.4.1 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.

4.10.4.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:

4.10.4.2.1 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 CLEC Carrier and BellSouth.

4.10.4.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between CLEC Carrier'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.

4.10.4.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.5 **CLEC Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by CLEC Carrier 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.

4.10.5.1 **CLEC Toll Free Traffic**

4.10.5.1.1 If CLEC Carrier chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all CLEC Carrier 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.

4.10.5.1.2 CLEC Carrier may choose to perform its own Toll Free database queries from its switch. In such cases, CLEC Carrier will determine the nature 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, CLEC Carrier 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, CLEC Carrier will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and CLEC Carrier shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, CLEC Carrier 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 CLEC Carrier's network but that are connected to BellSouth's access tandem.

4.10.6 All post-query Toll Free calls for which CLEC Carrier 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. CLEC 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 CLEC Carrier chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the CLEC Carrier 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 CLEC Carrier will send and receive 10 digits for Local Traffic. Additionally, BellSouth and CLEC Carrier 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 **CLEC Forecasting for Trunk Provisioning**

5.7.1 Within six (6) months after execution of this Agreement, CLEC Carrier 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 CLEC Carrier'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, CLEC Carrier-to-BellSouth one-way trunks (CLEC Carrier Trunks), BellSouth-to-CLEC Carrier 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 CLEC Carrier 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, CLEC Carrier shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. CLEC Carrier 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 **CLEC Trunk Utilization**

5.8.1 For the Reciprocal Trunk Groups that are Final Trunk Groups (Reciprocal Final Trunk Groups), BellSouth and CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier interface. CLEC Carrier 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 CLEC Carrier expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with CLEC Carrier 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 CLEC Carrier. The due date of these orders will be four weeks after CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

5.8.3 BellSouth's LISC will notify CLEC Carrier 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 CLEC Carrier interface. CLEC Carrier 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 CLEC Carrier expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with CLEC Carrier to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, CLEC Carrier will issue disconnect orders to BellSouth. The due date of these orders will be four weeks after CLEC Carrier 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. CLEC LOCAL DIALING PARITY

6.1 BellSouth and CLEC Carrier 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. CLEC 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 GSST.

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 GSST. 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 CLEC Carrier agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or CLEC Carrier 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 CLEC Carrier further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or CLEC Carrier 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 Compensation for Call Transport and Termination for CLEC Local Traffic, ISP Bound Traffic and Wireless Local Traffic is the result of negotiation and

compromise between BellSouth and Carrier (solely with respect to Carrier's CMRS and CLEC Carrier's CLEC businesses) . The Parties' agreement to establish a bill and keep compensation arrangement was based upon extensive evaluation of costs incurred by each party for the termination of traffic and consideration of the balance of traffic anticipated and experienced. Carrier provided BellSouth a substantial cost study supporting its CMRS termination costs. The bill and keep arrangement is contingent upon the agreement by the Parties to adhere to bill and keep solely with respect to Carrier's CMRS and CLEC Carrier's CLEC businesses. Should Carrier opt into another interconnection arrangement with BellSouth pursuant to 252(i) of the Act which calls for reciprocal compensation with respect to Carrier's CMRS or CLEC Carrier's CLEC local traffic, the bill and keep arrangement provided for under this Agreement shall be subject to termination or renegotiation as deemed appropriate by BellSouth.

7.1.5 The provisions of this Agreement, including but not limited to Section 7.1.6 agreeing to the application of "bill and keep" with respect to reciprocal compensation of local traffic exchanged between the Parties (the "Bill and Keep Provision"), represents a compromise of various terms and conditions. The provisions of this Agreement, including the Bill and Keep Provision do not represent and may not be deemed, construed, implied, held out, referenced, or cited by either Party as an endorsement, acceptance, acknowledgement or concession by the other Party that the provisions are appropriate, required or acceptable by either Party with respect to any other traffic termination or exchange agreement by a Party or any affiliate of a Party and this Agreement shall be limited in applicability solely to the specific circumstances and Parties to this Agreement.

7.1.6 The Parties hereby agree to a bill-and-keep arrangement for usage on CLEC Local Traffic, ISP-bound traffic, and CMRS Local Traffic. Such bill-and-keep arrangement includes any per minute of use rate elements associated with the transport and termination of CLEC Local Traffic, ISP-bound Traffic, and CMRS Local Traffic. Such bill-and-keep arrangement does not include trunk charges and associated dedicated transport, transit traffic, or interMajor Trading Area traffic.

7.1.7 Neither Party shall pay compensation to the other Party for the per minute of use rate elements associated with the Call Transport and Termination of ISP-bound Traffic.

7.1.8 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Section 7.6 below and to Multiple Tandem Access as described in Section 4.10.2.5 above.

7.1.9 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

7.1.10 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.

7.1.10.1 For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the Party's applicable 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 IXC or if one Party's End User uses the other Party as an IXC on a 101XXXX basis, the originating Party will charge the other Party the appropriate originating switched access tariff rates as set forth in the Party's applicable Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.

7.1.11 If CLEC Carrier assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to CLEC Carrier End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to an CLEC Carrier customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, CLEC Carrier agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to CLEC Carrier at BellSouth's switched access tariff rates.

7.1.11.1 If CLEC Carrier does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole CLEC Carrier 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 CLEC Carrier can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.

7.2 **CLEC Jurisdictional Reporting**

7.2.1 **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.

7.2.2 **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.

7.2.3 **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 IXCs specified in BellSouth's Intrastate Access Services Tariff will apply to CLEC Carrier. 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.

7.2.4 Notwithstanding the provisions in Sections 7.2.1, 7.2.3 and 7.2.3 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 7.2.5 below.

7.2.5 **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 CLEC Carrier 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 **CLEC COMPENSATION FOR 8XX TRAFFIC**

7.4.1 Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. CLEC Carrier 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 CLEC Carrier requires interconnection from CLEC Carrier 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. CLEC Carrier shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that CLEC Carrier desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

7.5 **CLEC 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 CLEC Carrier as their presubscribed IXC, or if the BellSouth End User uses CLEC Carrier as an IXC on a 101XXXX basis, BellSouth will charge CLEC Carrier 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 CLEC Carrier's end office switch provides an access service connection to or from an 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 CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier, 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 CLEC Carrier agrees not to deliver switched access traffic to BellSouth for termination except over CLEC Carrier ordered switched access trunks and facilities.

7.6 **CLEC TRANSIT TRAFFIC**

7.6.1 BellSouth shall provide tandem switching and transport services for CLEC Carrier'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 CLEC Carrier and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, CLEC Carrier 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. CLEC 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 CLEC Carrier'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 CLEC Carrier is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between CLEC Carrier 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 GSST except as set forth in this Attachment.

8.3 Upon the request of either Party, such interconnection will be established where BellSouth and CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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. CLEC Carrier will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of CLEC Carrier'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 CLEC Carrier will pay, the total nonrecurring and recurring charges for the NNI port. CLEC Carrier will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by CLEC Carrier'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 CLEC Carrier 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 CLEC Carrier orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the CLEC Carrier Frame Relay switch, BellSouth will invoice, and CLEC Carrier will pay, the total nonrecurring and recurring PVC charges for the PVC segment between the BellSouth and CLEC Carrier Frame Relay switches. If the VC is a Local VC, CLEC Carrier 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 CLEC Carrier for the PVC segment.

8.9.2 If BellSouth orders a Local VC connection between a CLEC Carrier subscriber's PVC segment and a PVC segment from the CLEC Carrier Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and CLEC Carrier will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and CLEC Carrier Frame Relay switches. If the VC is a Local VC, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier requests a change, BellSouth will invoice and CLEC Carrier will pay a Feature Change charge for each affected PVC segment.

8.9.4.1 If BellSouth requests a change to a Local VC, CLEC Carrier 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 CLEC Carrier 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. CLEC ORDERING CHARGES

9.1 The terms, conditions and rates for Ordering Charges are as set forth in FCC Tariff for Access Service Records.

10. CLEC 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 CLEC Carrier 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. CLEC Carrier 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. CLEC Carrier will be required to route that call to BellSouth at the appropriate 911 tandem. When a municipality converts to E911 service, CLEC Carrier will be required to begin using E911 procedures.

10.3 E911 Interconnection. CLEC Carrier 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. CLEC Carrier will be required to provide BellSouth daily updates to the E911 database. CLEC Carrier 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, CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier for BellSouth trunking arrangements. Rates for trunking arrangements are as set forth in Exhibit A of this Attachment. In addition CLEC Carrier 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.

11. CMRS DEFINITIONS

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

11.2 **CMRS Local Traffic** is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Carrier in BellSouth's service territory and in the same LATA in which the call originates, and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. The exchange of traffic on Bellsouth's interlata EAS routes shall be treated as Local Traffic. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier is not Local Traffic.

11.3 **CMRS Local Interconnection** is defined as the delivery of Local Traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call.

11.4 **CMRS Non-Local Traffic** is defined as all traffic that is not CMRS Local Traffic or access services, as described in Section 19 of this Agreement.

11.5 **CMRS Type 1 Interconnection** is a trunk side connection with line treatment between a BellSouth end office and a Carrier's POI and provides the capability to access all BellSouth end offices within the LATA. Type 1 interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

11.6 **CMRS Type 2A Interconnection** are one-way or two-way connections that provide a trunk side connection between a BellSouth tandem switch and a Carrier's POI and provides access to all BellSouth end offices and Third Party Carriers subtending the BellSouth tandem. Type 2A Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time).

11.7 **CMRS Type 2B Interconnection** are one-way or two-way connections that provide a high usage route between a BellSouth end office and a Carrier's POI and provides access to all BellSouth NXX codes homed in that specific end office and is provided in conjunction with Type 2A Interconnection. Type 2B Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

12. CMRS METHODS OF NETWORK INTERCONNECTION

12.1 By mutual agreement of the Parties, trunk group arrangements between Carrier and BellSouth shall be established in accordance with subsection 12.2 of this section. Each Party will use commercially reasonable efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. The Parties agree that Carrier will not be required to construct more than one POI within any given LATA unless the provisions of 26.3.1 regarding network congestion have been invoked.

12.2 There are three methods of interconnecting facilities: (1) interconnection via facilities owned, provisioned and/or provided by either Party or a Third Party to the other Party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements may be purchased from BellSouth's GSST, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended. Rates, terms and conditions for both virtual and physical

collocation may be provided in a separate collocation agreement or tariff. Rates for virtual collocation will be based on Bellsouth's Interstate Access Services Tariff, FCC#1, Section 20 and /or Bellsouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

12.3 The Parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to BellSouth end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The Parties' facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a Party interconnects via the purchase of facilities and/or services from the other Party, the appropriate intrastate tariff, as amended from time to time will apply. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the Parties based upon percentages of traffic on such facilities.

12.4 Nothing herein shall prevent Carrier from utilizing existing collocation facilities for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

12.5 When the Parties provide an access service connection between an Interexchange Carrier ("IXC") and each other, each Party will provide its own access services to the IXC. If access charges are billed, each Party will bill its own access service rates to the IXC.

12.6 The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement. This guide may be found, as of the effective date of this agreement, at the following URL: http://www.interconnection.bellsouth.com/

13. CMRS INTERCONNECTION TRUNK GROUP OPTIONS

13.1 **CMRS One-Way Trunk Group Arrangement**

13.2 If the Parties mutually agree upon a one-way trunking arrangement, the following will apply:

13.3 BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier's POI within BellSouth's service territory and within the LATA, and Carrier will provide and bear the cost of trunk group's for the delivery of Carrier's originated Local Traffic and for the receipt and delivery of Transit Traffic to each BellSouth tandem and end office at which the Parties interconnect.

13.4 **CMRS Two-Way Trunk Group Arrangement**

13.5 If the Parties mutually agree upon a two-way trunking arrangement, the following will apply:

13.6 BellSouth and Carrier will share the cost of the two-way trunk group carrying both Parties' traffic proportionally when purchased via the General Subscriber Services Tariff, Section A35, or in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended from time to time. BellSouth will bear the cost of the two-way trunk group for the portion of the facility utilized for the delivery of BellSouth originated Local Traffic to Carrier's POI within BellSouth's service territory and within the LATA (calculated based on the number of minutes of traffic identified as BellSouth's divided by the total minutes of use on the facility), and Carrier will provide and bear the cost of the two-way trunk group for all other traffic, including Transit Traffic.

13.7 If the Parties cannot agree upon a trunk group arrangement, BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier's POI within BellSouth's service territory and within the LATA. Carrier will provide and bear the cost of one-way or two-way trunk group(s) for the delivery of all Carrier's originated traffic, and also the delivery and receipt of Transit Traffic.

14. CMRS LOCAL TRAFFIC COMPENSATION

14.1 Compensation for Call Transport and Termination for CLEC Local Traffic, ISP Bound Traffic and Wireless Local Traffic is the result of negotiation and compromise between BellSouth, Alltel's CLEC entity and Alltel's CMRS entity. The Parties' regional agreement to establish a bill and keep compensation arrangement was based upon extensive evaluation of costs incurred by each party for the termination of traffic. Specifically, Alltel's CMRS entity provided BellSouth a substantial cost study supporting its costs. As such the bill and keep arrangement is contingent upon the agreement by all three Parties to adhere to bill

and keep. Should either Alltel's CLEC entity or Alltel's CMRS entity opt into another interconnection arrangement with BellSouth pursuant to 252(i) of the Act which calls for reciprocal compensation, the bill and keep arrangement between BellSouth and the remaining Alltel entity shall be subject to termination or renegotiation as deemed appropriate by BellSouth.

14.2 The Parties hereby agree to a bill-and-keep arrangement for usage on CLEC Local Traffic, ISP-bound traffic, and CMRS Local Traffic. Such bill-and-keep arrangement includes any per minute of use rate elements associated with the transport and termination of CLEC Local Traffic, ISP-bound Traffic, and CMRS Local Traffic. Such bill-and-keep arrangement does not include trunks and associated dedicated transport, transit traffic, or interMajor Trading Area traffic.

14.3 Neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as Local Traffic for purposes of payment of reciprocal compensation.

15. CMRS LOCAL TRAFFIC MEASUREMENT

15.1 The method of determining the compensation for two-way facilities is dependent on the percentage of Local Traffic exchanged.

15.2 If Carrier has recording capability, but recording limitations prohibit Carrier's ability to determine the amount of BellSouth originated Local Traffic terminated to Carrier over two-way multi-use facilities, then upon Carrier's written request to the Interconnection Invoice Payment Center (IIPC), BellSouth will provide to Carrier on a quarterly basis the percent of total terminating traffic to Carrier that was originated by BellSouth. Upon Carrier's request Bellsouth will provide supporting documentation for the percentages provided for each state. If the Parties do not come to an agreement on the percentages for each state, Carrier will utilize an industry wide average. Supporting documentation will consist of, at a minimum, the usage summary records of calls originating from BellSouth customers terminating to ALLTEL customers that were utilized in development of the factor. In the event the summary records are not sufficient to validate the percentages, then Carrier may request a traffic study. If the Parties cannot mutually agree upon the factors, either Party may invoke the dispute resolution process as set forth in Section 14 of the General Terms and Conditions of this Agreement.

15.3 If Carrier has no recording capability and cannot determine the amount of BellSouth originated traffic terminated to Carrier, a mutually agreed upon methodology for reciprocal billing percentages for Local Traffic will be used.

15.4 BellSouth shall utilize actual traffic measurements where available, to calculate traffic percentages for Carrier's originated Local Traffic terminating to BellSouth.

15.5 The Parties' traffic on BellSouth's interLATA Extended Area Service (EAS) routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within a Basic Local Calling Area, as defined in Section A3 of BellSouth's GSST.

16. CMRS COMPENSATION FOR FACILITIES

16.1 Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of it's facility up to the POI. In addition, where Bellsouth delivers Local Traffic over one-way facilities to a node on Carrier's SONET interconnection facilities, Bellsouth will compensate Carrier for it's proportionate use of such SONET facilities.

16.2 Where the Parties elect to utilize one-way trunking, Carrier will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic.

16.3 Where two-way trunking is mutually agreed upon, the Parties agree to share proportionately in the recurring costs of two-way interconnection facilities, including the proportionate costs of SONET interconnection facilities, trunk ports or other network interconnection facilities used by the originating Party that may be purchased via the GSST, Section A35, or in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended from time to time.

16.4 To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on BellSouth's network and terminating on Carrier's network, the Parties will develop statewide mobile to land and land to mobile traffic factors based on billed conversation minutes of use. At a minimum, the Parties will use a three (3) month average of billed usage to develop the traffic factors. These factors may be updated every three (3) months at either Party's request or when significant network changes occur in either Party's network. If the Parties cannot mutually agree upon the factors, either Party may invoke the dispute resolution process as set forth in Section 14 of the General Terms and Conditions of this Agreement.

16.5 BellSouth will bill Carrier for the entire cost of the facility. Carrier will then apply the BellSouth originated percent against the Local Traffic portion of the two-way interconnection facility charges billed by BellSouth to Carrier. Carrier will invoice BellSouth on a monthly basis the proportionate costs of SONET interconnection facilities, trunk ports, or other network interconnection facilities used by Bellsouth.

16.6 On some occasions Carrier may choose to purchase facilities from a third party.

16.6.1 In the event that the purchase of facilities from a third party involves the establishment of new trunking arrangements to any BellSouth tandem/end office after the Effective Date of this Agreement, Carrier agrees to give BellSouth sixty (60) days notice prior to the purchase or construction of the facilities, in order to permit BellSouth the option of providing one-way trunking, if, in its sole discretion BellSouth believes one-way trunking to be a preferable option to third party provided facilities. Such notice shall be sent pursuant to the Notices section of this Agreement.

16.6.2 In the event BellSouth determines that one-way trunking is a preferable option to the new third party provided trunking facilities, BellSouth will give Carrier written notice of its intent to utilize one-way trunking within 10 business days of BellSouth's receipt of Carrier's notice. In the event BellSouth fails to give Carrier notice of its intent to utilize one-way trunking within the time frame set forth in the previous sentence, the new trunking facilities will be deemed accepted by BellSouth. Carrier will apply the BellSouth originated percent against the total cost of the two-way interconnection facility billed by the third party to Carrier. Carrier will invoice BellSouth on a monthly basis, this proportionate cost utilized by BellSouth.

16.6.3 Two-way physical interconnection arrangements utilizing a third-party provided facility shall remain in place until such time as BellSouth provides notice to Carrier that one-way trunking or another method is preferable. Upon receipt of such notice, the Parties shall agree on a mutually convenient time to convert such two-way physical interconnection arrangements, which shall not be more that sixty (60) days after receipt of such notice from BellSouth, unless otherwise mutually agreed to by the Parties.

16.7 Carrier will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic.

17. CMRS BILLING

17.1 Usage charges for CMRS Non-Local Traffic shall be billed monthly and shall be paid within thirty (30) days of the bill date. Usage charges will be billed in arrears and facility charges will be billed in advance.

17.2 Charges for terminating traffic will be based upon the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.

17.3 Billing disputes shall be handled pursuant to the terms of this section. Notice of a valid dispute whether billing or contractual in nature, must be in writing, specifically documenting the nature of the dispute, and must include a detailed

description of the underlying dispute (the "Dispute Notice"). Billing disputes must be submitted on the Billing Dispute Form contained in Attachment 3 Exhibit G or the dispute will not be accepted as a valid billing dispute and therefore denied by the billing Party. The Billing Dispute Form must be completed with all fields populated by the disputing Party or the form will be denied by the billing Party.

17.4 The disputing Party must submit billing disputes ("Billing Disputes") to the billing Party on the Billing Dispute Form contained in Attachment 3 Exhibit G by the due date on the disputed bill. The dispute form must be complete, with all fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all information, the dispute will be denied by the billing Party. After receipt of a completed dispute, the billing Party will review to determine the accuracy of the billing dispute. If the billing Party determines the dispute is valid, the billing Party will credit the disputing Party's bill by the next bill date. If the billing Party determines the billing dispute is not valid, the disputing Party may escalate the dispute as outlined in Section 17.4.1 below. If escalation of the billing dispute does not occur within the 60 days as outlined below, the disputing Party must remit payment for the disputed charge, including late payment charges, to the billing Party by the next bill date. The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Billing Dispute Form.

17.4.1 Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will be implemented:

17.4.1.1 If the dispute is not resolved within sixty (60) calendar days of receipt of the Dispute Notice, the dispute will be escalated to the second level of management for each of the respective Parties for resolution.

17.4.1.2 If the dispute is not resolved within ninety (90) calendar days of the notification date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

17.4.1.3 If the dispute is not resolved within one hundred and twenty (120) calendar days of the receipt of the Billing Dispute Form, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

17.5 Each Party will provide to the other Party an escalation list for resolving billing disputes. The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in this section.

17.6 If the disputing Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in subsection 17.7 below. If the disputing Party disputes charges and the

dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges, along with any late payment charges assessed, no later than the second billing cycle after the resolution of the dispute. Accordingly, if the disputing Party disputes charges and the dispute is resolved in favor of the billing Party, the disputing Party shall pay the billing Party the amount of the disputed charges and any associated late payment charges, to be paid not later than the second billing cycle after the resolution of the dispute.

17.7 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 that are not immediately available to the other Party, then a late payment charge shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the undisputed portion of the payment not received by the payment due date times the late factor. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

17.8 For purposes of Section 17.4.1, a billing dispute does not include the refusal to pay all or part of a bill when the Billing Dispute Form is not provided to support the dispute, nor shall a dispute include the refusal to pay other amounts owed to the billing Party by the disputing Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind will not be considered valid for purposes of this subsection.

17.9 Once the billing dispute has been processed in accordance with this Section 17, the disputing Party will make immediate payment on 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 resulting from the Dispute process will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

17.10 All other disputes (*i.e.*, contractual disputes) shall be valid only if reasonable within the scope of this Agreement, and the applicable statute of limitations shall govern such disputes.

18. CMRS DEPOSIT POLICY

18.1 When purchasing services from BellSouth, Carrier will be required to complete the BellSouth Credit Profile and provide information 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 Carrier. Any such security deposit shall in no way release

Carrier from its obligation to make complete and timely payments of its bill. Such security shall be required 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, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Carrier's accounts receivable 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 Carrier fails to remit to BellSouth any deposit requested pursuant to this Section, service to Carrier may be terminated and any security deposits will be applied to Carrier's account(s).

19. CMRS NON-LOCAL TRAFFIC INTERCONNECTION AND COMPENSATION

19.1 For terminating its Non-Local Traffic on the other Party's network, each Party will pay either the access charges described in Section 19.2 hereunder or the transit charges described in Section 19.3 hereunder, as appropriate.

19.2 For terminating intrastate or interstate interMTA Non-Local Traffic, each Party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.

19.3 If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a Third Party Carrier, then BellSouth will bill Carrier and Carrier shall pay a $.0025 per minute transit charge for the first 12 months of the Agreement, beginning on the Effective Date, and increasing to $.003 for the remainder of the Agreement for such Transit Traffic ("Transit Charge") in addition to any charges that BST may be obligated to pay to the Third Party Carrier ("Third Party Termination Charges"). Third Party Termination Charges may change during the term of this Agreement, and the appropriate rate shall be the rate in effect when the traffic is terminated. BellSouth shall not deliver Transit Traffic to Carrier for termination to a Third Party Carrier and, therefore, Carrier shall not bill BellSouth any transit charges. Transit Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for Transit Traffic transiting BellSouth's network. In addition, Traffic received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic. Except for Type 1 originated Transit Traffic, Carrier shall deliver its originated Transit Traffic to a BellSouth tandem and not to a BellSouth end office.

19.4 Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic.

19.5 If, however, either Party cannot measure traffic in each category, then the parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties. Any such surrogate method of classifying and billing traffic shall be subject to modification upon reasonable request as mutually agreed upon by the Parties.

19.6 Where technically possible, BellSouth shall periodically measure actual traffic and shall apply such measurements to classify and bill traffic in each of the categories. BellSouth may conduct periodic reviews of Carriers' actual traffic measurements and shall subsequently update the percentages for the aforementioned categories accordingly.

19.7 For Carriers that have elected to exchange traffic with BellSouth on Type 1 facilities only, the Parties may agree upon a surrogate method of classifying and billing such traffic, taking into consideration territory served (e.g., MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties.

20. CMRS MEET POINT BILLING OPTION

20.1 Meet Point Billing (MPB), as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and Transit Traffic at the tandem level but shall only apply to the following Third Party Carriers – 1) Interexchange Carriers (IXC), 2) Rural Incumbent Local Exchange Carriers (R-ILEC, ICO, or ITC), 3) Competitive Local Exchange Carriers (CLEC), or 4) Commercial Mobile Radio Services (CMRS) Providers uniquely identified in the Electronic Message Interface (EMI) 1101 call records in either the Carrier Identification Code (CIC) or Operating Company Number (OCN) fields which are, respectively, fields 45 thru 49 and 167 thru 170 of the EMI record.

20.2 For purposes of MPB, any reference to Third Party Carriers shall include only those entities set forth in the preceding paragraph. MECAB refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of Switched Access Traffic and Transit Traffic at the tandem level provided by two or more telecommunications carriers. Subject to Carrier providing all necessary information, BellSouth agrees to participate in MPB for Switched Access Traffic (as described in BellSouth's Tariffs) and Transit Traffic. BellSouth shall pass

Electronic Message Interface (EMI) 1101 call records to Carrier at no charge. Depending on the delivery medium selected by Carrier, appropriate charges for that delivery medium will be applied. Notwithstanding the foregoing, for purposes of MPB, where either or both of the originating or terminating carrier of Transit Traffic does not have MPB capability or refuses to participate in MPB with respect to such Transit Traffic, Section VII C will apply and this Section VIII shall not apply to Carrier with respect to such Third Party Carrier. In such event, Carrier shall be responsible for all costs and charges incurred by BellSouth under Section VII C.

20.3 Information required from carriers participating in MPB with BellSouth includes, but is not limited to:

(i) Regional Accounting Office code (RAO)
(ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, BellSouth will only render a bill to Carrier.
(iii) a unique Access Carrier Name Abbreviation (ACNA)
(iv) Percent Interstate Usage
(v) Percent Local Usage
(vi) 800 Service Percent Interstate Usage or default of 50%
(vii) Billing Interconnection Percentage
(viii)Screening Telephone Number (STN) from Carrier's dedicated NXX associated with each Trunk Group subscribed to.

20.4 A default Billing Interconnection Percentage (BIP) of **0% BellSouth** and **100% Carrier** will be used if Carrier does not file with NECA to establish a BIP other than default. Carrier must support MPB for all Switched Access Traffic and Transit Traffic, at the tandem level, in accordance with Mechanized MECAB guidelines. The Parties acknowledge that the exchange of 1150 records will not be required.

20.5 MPB will be provided for Switched Access Traffic and Transit Traffic at the tandem level only. Parties utilizing MPB must subscribe to tandem level interconnections with BellSouth and must deliver all Transit Traffic to BellSouth over such tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch Common Language Location Identification (CLLI). Additionally, (i) if the Carrier has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the CLLI is associated with additional NPA/NXX codes with rate centers outside of BellSouth's service area or, (iii) if the Type 2A NPA/NXX code or CLLI home on a non-BellSouth SHA "00" tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in MPB, and Switched Access Traffic and Transit Traffic associated with those NPA/NXX codes will

continue to be billed in accordance with the provisions of Section VII C. When converting to MPB, if Carrier has NPA/NXX codes with more than a single rate center terminating to a given CLLI, Carrier must provide BellSouth with information stating which BellSouth rate center will be associated with the CLLI. MPB is not available when the tandem at which the Parties have interconnected does not have the capability to measure actual traffic. When the access tandem, in which the interconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, meet point billing will not occur. The Parties will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

20.6 In a MPB environment, when Carrier utilizes services provided by BellSouth that are necessary to deliver certain types of calls (e.g. Local Number Portability queries and 800 Data Base queries), Carrier will be billed applicable charges as set forth in BellSouth's federal or state access tariffs, as appropriate. In the alternative, Carrier may perform the appropriate database queries prior to delivery of such traffic to BellSouth.

20.7 Participation in MPB is outside the reciprocal compensation requirements of this Agreement. Under MPB, Carrier will compensate BellSouth at the rate set forth in Section 19.3 of this Attachment for Carrier originated Transit Traffic. Meet Point Billing to IXCs for jointly provided switched access traffic will be consistent with the most current MECAB billing guidelines.

20.8 Exchange of records will begin no earlier than ninety days (90) from the later of the date the contract is signed or the date that all necessary information as defined in Section 20.3 above is provided. Once Carrier sets up MPB arrangements for Transit Traffic, Transit Traffic will be subject to only the $.0025 per minute Transit Charge for the first 12 months of the Agreement, increasing to $.003 for the remainder of the Agreement for such Transit Traffic and Third Party Termination Charges shall not apply. MPB as described in this section requires Carrier to enter into interconnection or traffic exchange agreements with Third Party Carriers who terminate traffic originated by Carrier.

20.9 Notwithstanding anything to the contrary in this section, to the extent Carrier and BellSouth are parties to any settlement agreement relating to the exchange of Transit Traffic from Carrier to any independent telephone company, the Parties shall comply with the compensation provisions of such settlement agreement during the term thereof, as well as with any provisions of this Agreement that are not in conflict with such settlement agreement. Upon expiration of any such settlement agreement, the terms of this section and the compensation payable hereunder shall control.

21. CMRS PROVISION OF NETWORK ELEMENTS

21.1 The Parties agree to provide Unbundled Network Element's as specified in the FCC's Triennial Review Order and as required by future FCC or Commission directives.

22. CMRS ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY

22.1 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 negotiated with BellSouth.

23. CMRS ACCESS TO 911/E911 EMERGENCY NETWORK

23.1 BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both Parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth will route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier will provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

23.2 BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted or regulatory mandated technical improvements to comply with applicable regulatory requirements.

24. CMRS ACCESS TO TELEPHONE NUMBERS

24.1 Carrier is responsible for interfacing with the North American Numbering Plan administrator for all matters dealing with dedicated NXXs. BellSouth will cooperate with Carrier in the provision of shared NXXs where BellSouth is the service provider.

25. CMRS ACCESS TO SIGNALING AND SIGNALING DATABASES

25.1 BellSouth will offer to Carrier use of its signaling network and signaling databases at BellSouth's published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

25.2 Where interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage

- BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the Parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

26. CMRS NETWORK DESIGN AND MANAGEMENT

26.1 The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

26.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. The Parties agree to provide at least a P.01 level of service and to work cooperatively in the placement and/or removal of interconnection facilities.

26.3 The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

26.3.1 Network Congestion - When Bellsouth notifies carrier that capacity issues at any Bellsouth tandem, including but not limited to port capacity and processing capacity, require Carrier to add interconnection facilities to additional Bellsouth tandems or to Bellsouth end offices, the Parties agree to joint planning sessions through which the Parties will develop mutually acceptable plan(s) to alleviate such tandem capacity problems. Such mutually agreed to plans may include Bellsouth providing the necessary transport facilities past the tandem for Carrier to provide Type 2B interconnection and waving the charges for such facilities from the tandem to the end office provided however that Carrier agrees to compensate Bellsouth for the necessary interconnections facilities to the POI.

26.3.2 Tandem Traffic Volume – Where multiple BellSouth tandems exist within a LATA, and where either Party has the capability to measure the amount of traffic between Carrier's switch and an interconnected BellSouth tandem, then in the event that the amount of traffic delivered to end offices that sub-tend another specific BellSouth tandem in the same LATA exceeds two DS1's (624,000

minutes of use) level of traffic per month for two consecutive month's, then Carrier shall install and retain interconnection trunks to such tandem, in addition to the existing BellSouth tandem interconnection(s).

26.3.3 End Office Traffic Volume – Where either Party has the capability to measure the amount of traffic between Carrier's switch and a specific BellSouth end office, in the event that the amount of traffic Carrier delivers to that end office exceeds one DS3's (6 million minutes of use) level of traffic per month for three consecutive months, then Carrier shall install and retain Type 2B interconnection trunks to such end office.

26.4 Neither Party intends to change rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network interconnection arrangement contained in this Agreement. Interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the Parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

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

26.6 For network expansion, the Parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required by Section IV of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both Parties.

26.7 The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each Party to bill properly.

27. CMRS AUDITING PROCEDURES

27.1 Upon 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 between the Parties. The Parties will retain billing information for a minimum of nine months from which the actual percentages of use, can be ascertained. The

audit shall be accomplished during normal business hours at an office designated by the Party being audited or through mutual exchange of data requested. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits may be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The applicable percentages shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. However, nothing in this Section 27 shall prevent either Party from requesting and/or verifying data with the other Party related to the billing of usage or calculated percents as outlined in Section 15.2 for the purpose of validating the percentages and billing each month. The Parties agree to work cooperatively in such an exchange of information which may preclude a formal audit request per this section.

Exhibit B

CLEC Basic

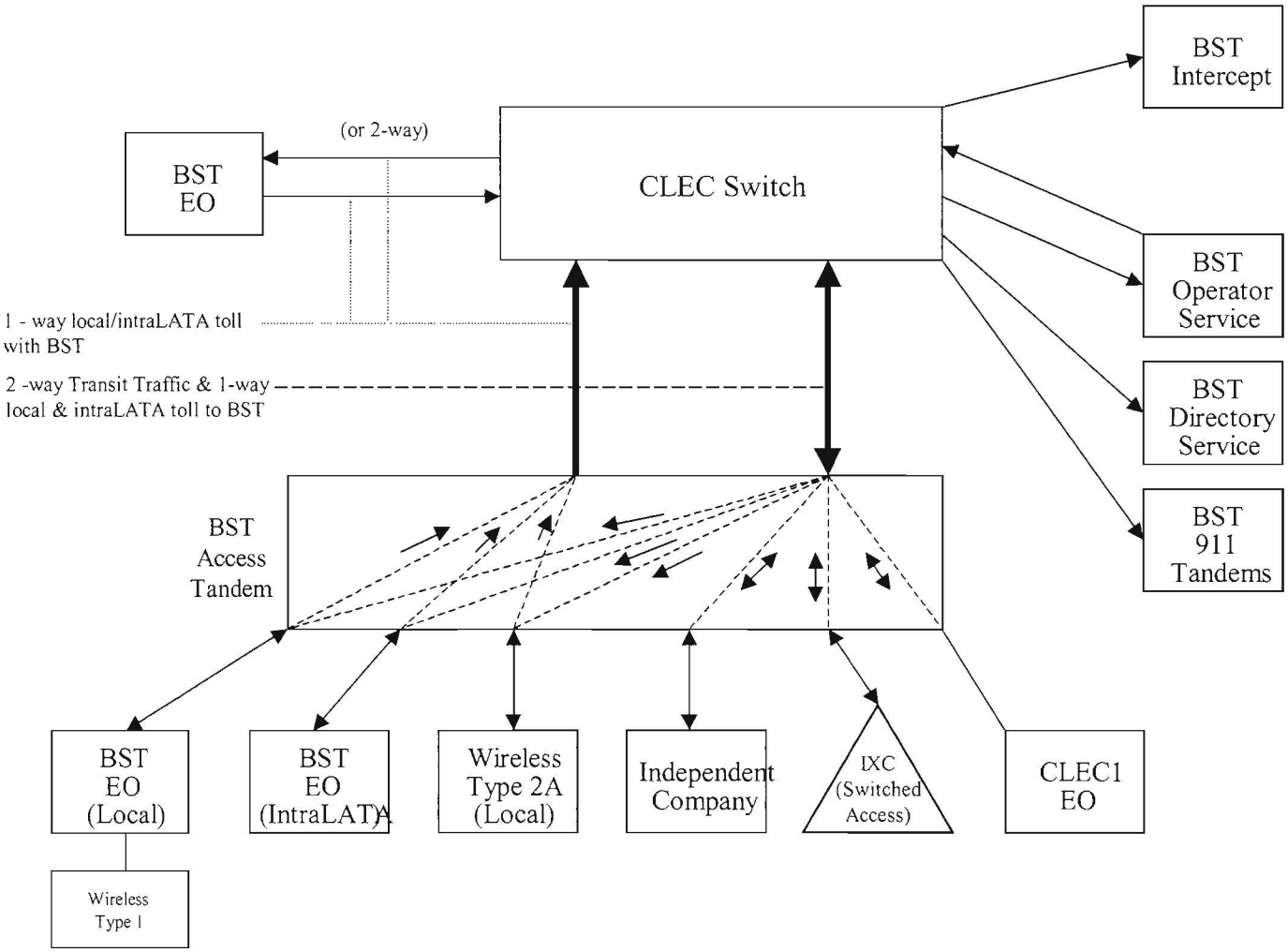


Exhibit C

CLEC One-Way

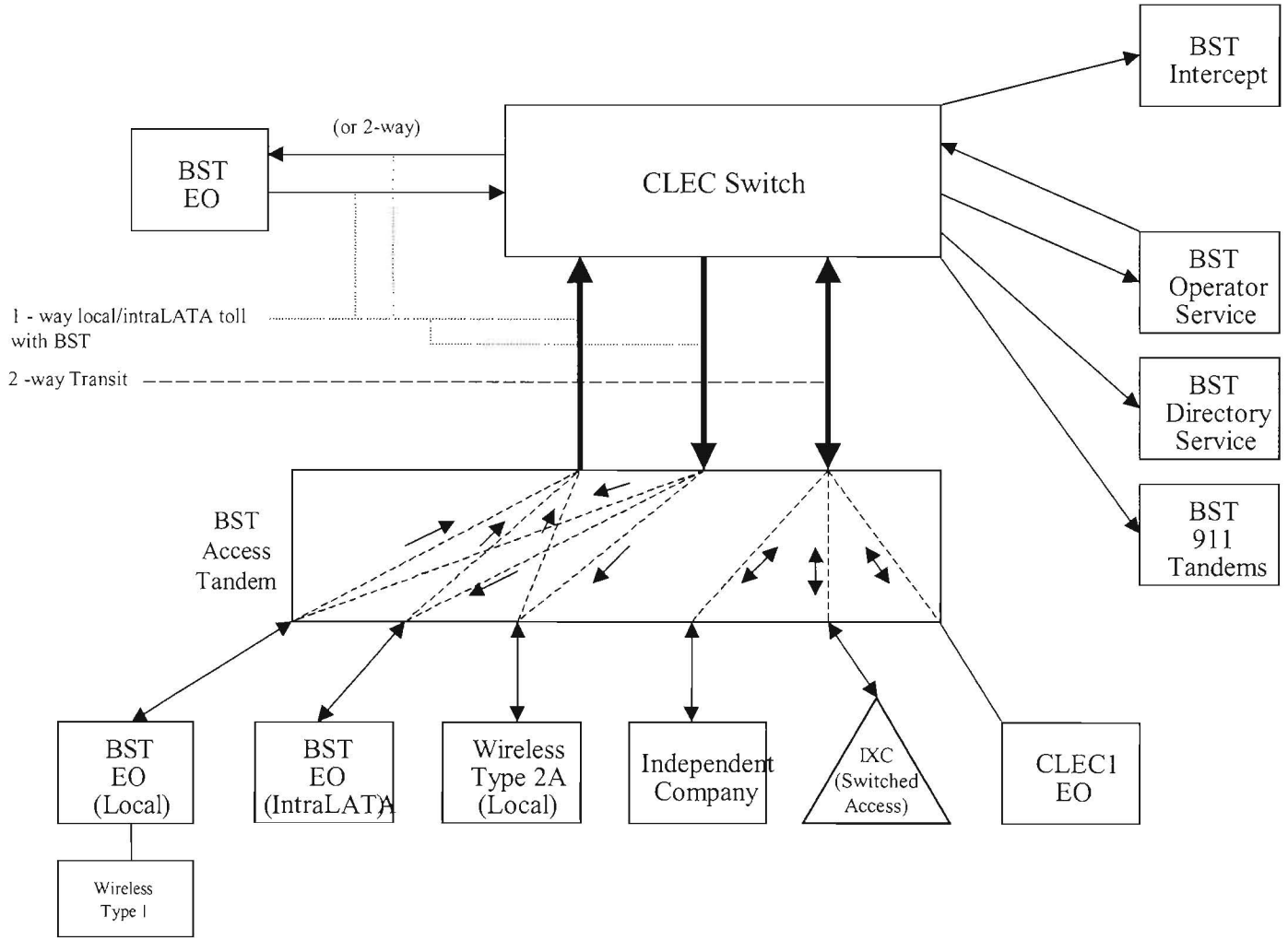


Exhibit D

CLEC Two-Way

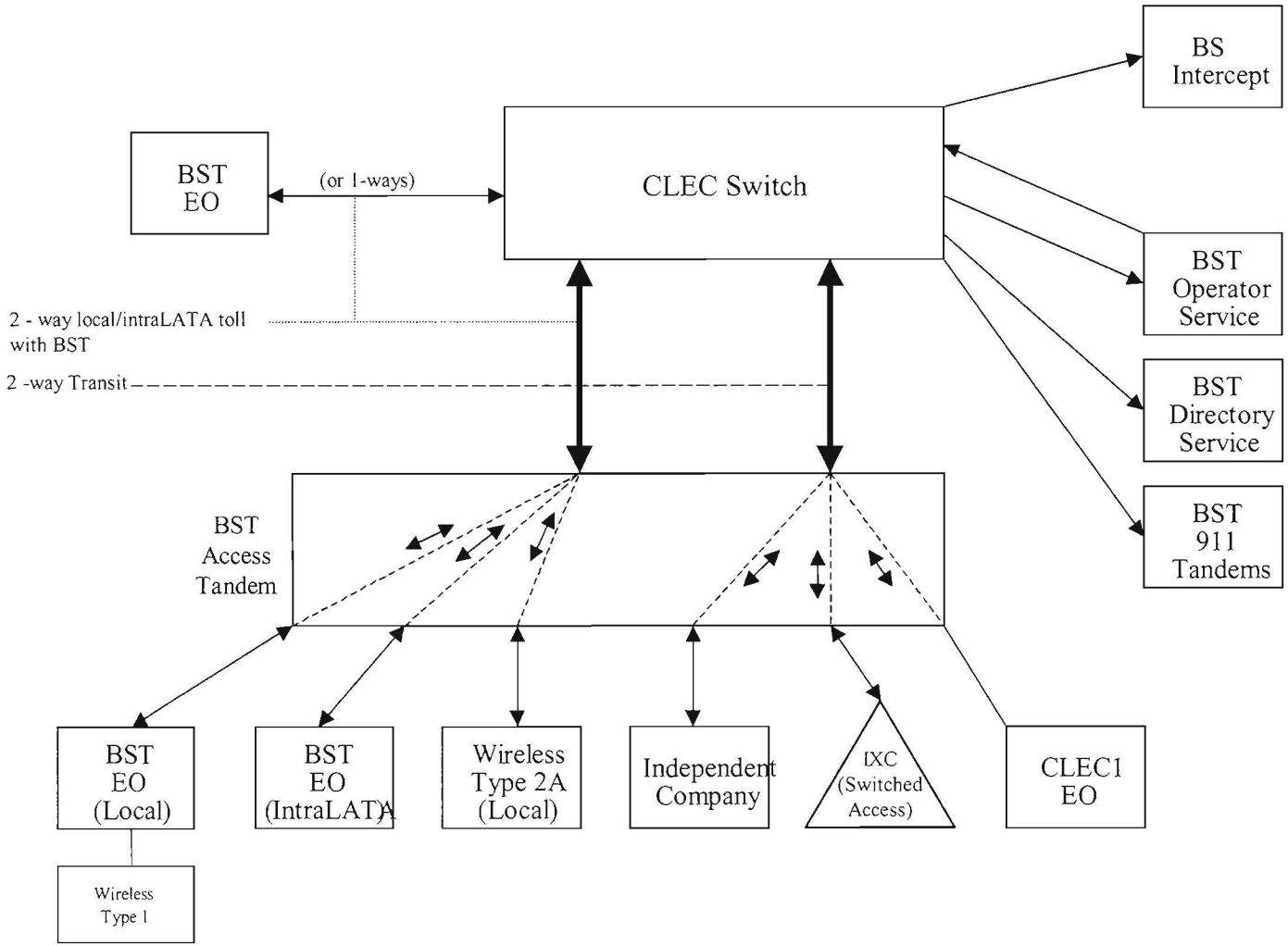
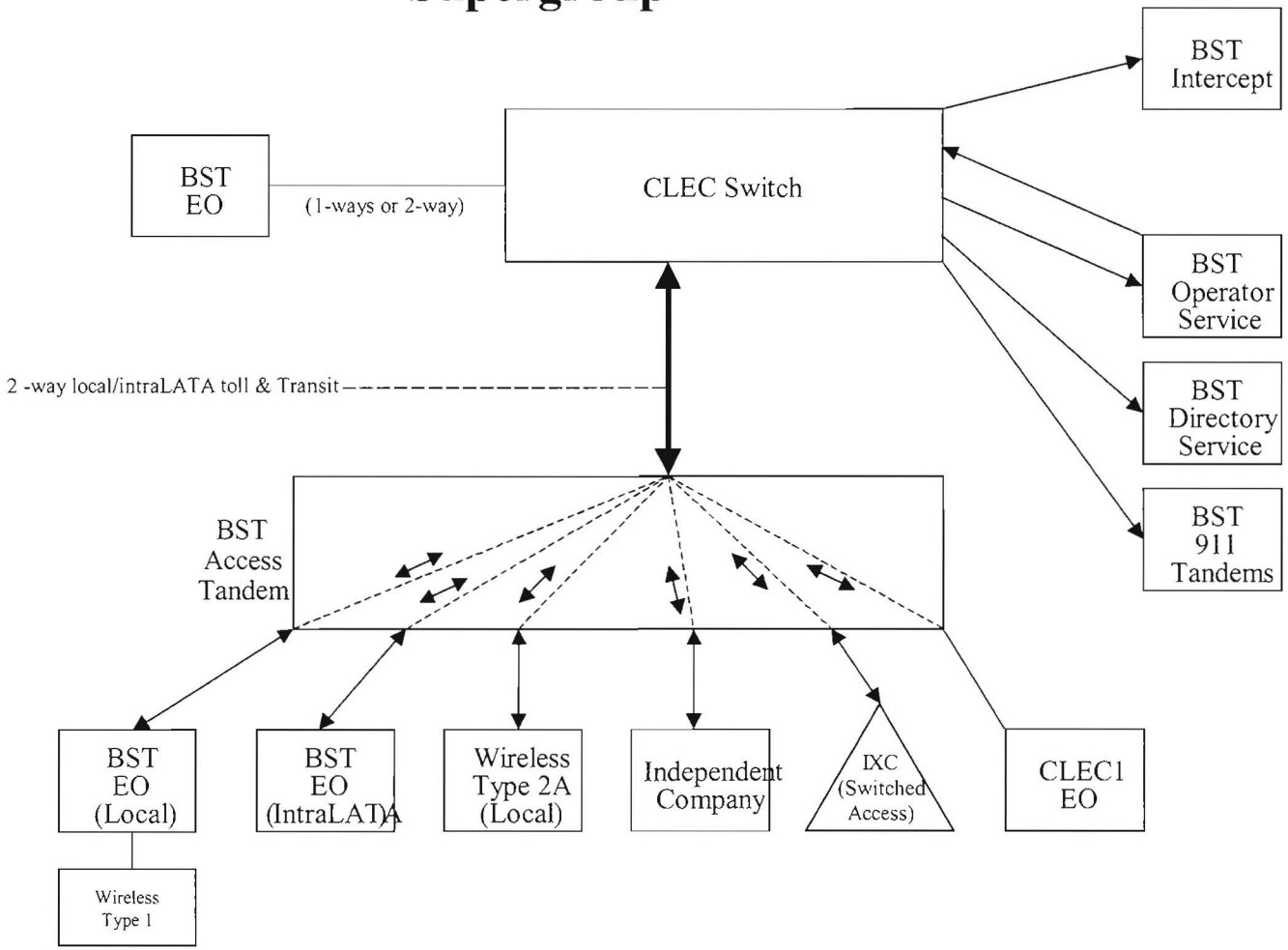


Exhibit E

CLEC Supergroup



LOCAL INTERCONNECTION - Alabama														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								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		0.0004980bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.000498										
		Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service-per DS0			OHD	TPP++		21.56	8.12								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			0H1 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 mi, Per MOU			OHD		0.0000023bk										
		Common Transport-Facilities Term Per MOU			OHD		0.0003224bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.008838										
		Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	21.13	40.54	27.41	16.74	6.90						
		Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.008838										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
		Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.008838										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
		Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.18										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	60.16	89.27	81.81	16.35	14.44						
		Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	4.09										
		Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	703.52	278.75	162.76	60.20	58.46						
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	13.97	193.10	33.17	36.64	3.20						
		Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	14.93	193.53	33.60	37.11	3.67						
		Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	35.76	177.47	153.72	22.19	15.26						
		Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58						
	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 mo			OH1MS	TEFHG	0.00	0.00									
		Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79						
		DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	166.13	178.14	93.97	33.26	31.63						
		DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	12.70	6.58	4.72								
	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.																

LOCAL INTERCONNECTION - Florida														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							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, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service-per DS0			OHD	TPP++		21.73	8.19								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 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 mi, Per MOU			OHD		0.0000035bk										
	Common Transport-Facilities Term Per MOU			OHD		0.0004372bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.0091										
	Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.0091										
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.0091										
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.1856										
	Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	3.87										
	Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	19.66	265.84	46.97	37.63	4.00						
	Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	20.45	266.54	47.67	44.22	5.33						
	Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	36.49	216.65	183.54	24.30	16.95						
	Local Channel-Dedicated-DS3 Facility Term per mo			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 mo			OH1MS	TEFHG	0.00	0.00									
	Local Channel-Dedicated-DS3 per mo			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 mo			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07						
	DS3 Interface Unit (DS1 COCI) per mo			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.															

LOCAL INTERCONNECTION - Georgia														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnec		OSS Rates ($)					
							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		0.0004086bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0004086										
	Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service-per DS0			OHD	TPP++		21.53	8.11								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 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 mi, Per MOU			OHD		0.0000027bk										
	Common Transport-Facilities Term Per MOU			OHD		0.0001914bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.0057										
	Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	12.87	48.46	19.48	16.58	5.00						
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.0057										
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	7.83	48.46	19.48	16.58	5.00						
	Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.0057										
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	7.83	48.46	19.48	16.58	5.00						
	Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.1154										
	Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	34.19	111.03	80.28	31.36	21.73						
	Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	2.53										
	Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	342.02	320.47	86.32	66.77	52.81						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	7.74	121.07	53.30	46.40	13.37						
	Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	8.72	125.62	54.43	46.40	13.37						
	Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	18.16	149.46	111.20	40.36	26.12						
	Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	147.01	445.01	145.18	112.91	75.88						
	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 mo			OH1MS	TEFHG	0.00	0.00									
	Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	69.75	105.68	41.59	23.75	4.19						
	DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	121.90	224.48	71.83	40.01	31.07						
	DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	7.35	15.81	11.39	6.61	6.61						
	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.															

LOCAL INTERCONNECTION - Kentucky														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							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		0.0006772bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006772										
	Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service-per DS0			OHD	TPP++		21.58	8.13								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 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 mi, Per MOU			OHD		0.0000030bk										
	Common Transport-Facilities Term Per MOU			OHD		0.0007466bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.01										
	Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.0115										
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.0115										
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.23										
	Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49						
	Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	4.97										
	Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	18.57	265.78	46.96	46.79	4.98						
	Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	19.86	266.48	47.65	47.54	5.73						
	Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07						
	Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42						
	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 mo			OH1MS	TEFHG	0.00	0.00									
	Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04						
	DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59						
	DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	11.80	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.															

LOCAL INTERCONNECTION - Louisiana														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnec		OSS Rates ($)					
							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		0.0005507bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0005507										
	Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service-per DS0			OHD	TPP++		21.64	8.15								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 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 mi, Per MOU			OHD		0.0000032bk										
	Common Transport-Facilities Term Per MOU			OHD		0.0003748bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.013										
	Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	22.60	39.36	26.62								
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.013										
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	15.61	39.37	26.62								
	Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.013										
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	15.61	39.37	26.62								
	Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.2652										
	Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	70.47	86.69	79.44								
	Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	6.04										
	Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	850.45	270.69	158.05								
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	18.32	187.51	32.21								
	Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	19.41	187.94	32.63								
	Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	39.18	172.34	149.27								
	Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	469.44	438.46	256.30								
	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 mo			OH1MS	TEFHG	0.00	0.00									
	Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	105.09	88.41	60.76								
	DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	201.48	172.99	91.25								
	DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	11.78	6.39	4.58								
	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.															

LOCAL INTERCONNECTION - Mississippi														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							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		0.0005379bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0005379										
	Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service-per DS0			OHD	TPP++		21.58	8.13								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 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 mi, Per MOU			OHD		0.0000026bk										
	Common Transport-Facilities Term Per MOU			OHD		0.0004541bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.0098										
	Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	22.52	40.77	27.57	17.26	7.11						
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.0098										
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	15.68	40.78	27.57	17.26	7.11						
	Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.0098										
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	15.68	40.78	27.57	17.26	7.11						
	Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.201										
	Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	57.33	89.79	82.28	16.86	14.90						
	Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	4.76										
	Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	641.90	280.37	163.70	62.08	60.29						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	14.91	194.22	33.36	37.79	3.30						
	Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	15.99	194.66	33.80	38.27	3.78						
	Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	36.83	178.50	154.61	22.89	15.74						
	Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19						
	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 mo			OH1MS	TEFHG	0.00	0.00									
	Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10						
	DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82						
	DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	12.96	6.62	4.74								
	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.															

LOCAL INTERCONNECTION - North Carolina														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnec		OSS Rates ($)					
							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		0.0012bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0012										
	Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* 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		21.55	8.12								
	Installation Trunk Side Service-per DS0			OHD	TPP9X		21.55	8.12								
	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		0.00001bk										
	Common Transport-Facilities Termination Per MOU			OHD		0.00034bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel-Dedicated Transport-2W VG-Per Mile per mo			OHM	1L5NF	0.0282										
	Interoffice Channel-Dedicated Transport-2W VG-Facility Termination per mo			OHM	1L5NF	18.00	39.36	26.62								
	Interoffice Channel-Dedicated Transport-56 kbps-per mile per mo			OHM	1L5NK	0.0282										
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination per mo			OHM	1L5NK	17.40	39.37	26.62								
	Interoffice Channel-Dedicated Transport-64 kbps-per mile per mo			OHM	1L5NK	0.0282										
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination per mo			OHM	1L5NK	17.40	39.37	26.62								
	Interoffice Channel-Dedicated Channel-DS1-Per Mile per mo			OH1, OH1MS	1L5NL	0.5753										
	Interoffice Channel-Dedicated Tranport-DS1-Facility Termination per mo			OH1, OH1MS	1L5NL	71.29	86.69	79.44								
	Interoffice Channel -Dedicated Transport-DS3-Per Mile per mo			OH3, OH3MS	1L5NM	12.98										
	Interoffice Channel-Dedicated Transport-DS3-Facility Termination per mo			OH3, OH3MS	1L5NM	720.38	270.69	158.05								
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel-Dedicated-2W VG per mo			OHM	TEFV2	11.24	187.51	32.21								
	Local Channel-Dedicated-4-Wire VG per mo			OHM	TEFV4	12.03	187.94	32.63								
	Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	27.05	172.34	149.27								
	Local Channel-Dedicated-DS3 Facility Termination per mo			OH3	TEFHJ	298.92	438.46	256.30								
	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 mo			OH1MS	TEFHG	0.00	0.00									
	Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization- DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.69	88.41	60.76								
	DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	233.10	172.99	91.25								
	DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	16.07	6.39	4.58								
	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.															

LOCAL INTERCONNECTION - South Carolina														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							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		0.0007360bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.000736										
	Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service-per DS0			OHD	TPP++		21.65	8.16								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 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 mi, Per MOU			OHD		0.0000045bk										
	Common Transport-Facilities Term Per MOU			OHD		0.0004095bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.0167										
	Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.0167										
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.0167										
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.3415										
	Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	8.02										
	Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	880.65	279.37	163.12	60.33	58.59						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	15.33	193.53	33.24	36.72	3.21						
	Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	16.54	193.97	33.68	37.19	3.68						
	Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	42.62	177.87	154.06	22.24	15.30						
	Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	446.00	452.52	264.53	119.75	83.77						
	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 mo			OH1MS	TEFHG	0.00	0.00									
	Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	107.57	91.24	62.71	10.56	9.81						
	DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90						
	DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	8.64	6.59	4.73								
	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.															

LOCAL INTERCONNECTION - Tennessee														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							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		0.0009778bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0009778										
	Tandem Intermediary Charge, per MOU*			OHD		0.0025, INCREASING TO $.003 AFTER 12 MONTHS FROM EFFECTIVE DATE										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service-per DS0			OHD	TPP++		21.59	8.09								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 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 mi, Per MOU			OHD		0.0000064bk										
	Common Transport-Facilities Term Per MOU			OHD		0.0003871bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			OHL, OHM	1L5NF	0.0174										
	Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	18.58	55.39	17.37	27.96	3.51						
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			OHL, OHM	1L5NK	0.0174										
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
	Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			OHL, OHM	1L5NK	0.0174										
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
	Interoffice Channel-Dedicated Channel-DS1-Per mi per mo			OH1, OH1MS	1L5NL	0.3562										
	Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99						
	Interoffice Channel -Dedicated Transport-DS3-Per mi per mo			OH3, OH3MS	1L5NM	2.34										
	Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	19.43	199.33	24.16	54.81	4.80						
	Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	20.56	201.53	24.83	55.52	5.51						
	Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	40.99	277.35	233.26	33.18	22.30						
	Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15						
	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 mo			OH1MS	TEFHG	0.00	0.00									
	Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62						
	DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23						
	DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	17.58	6.07	4.66								
	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.															

ALLTEL Communications, Inc.

ALLTEL Communications of Mississippi RSA #2, Inc.

ALLTEL Communications of Mississippi RSA #6, Inc.

ALLTEL Communications of Mississippi RSA #7, Inc.

ALLTEL Communications Wireless, Inc.

ALLTEL Communications Wireless of Louisiana, Inc.

ALLTEL Wireless Holdings, L.L.C.

ALLTEL Wireless of Alabama, Inc.

ALLTEL Wireless of Alexandria, L.L.C.

ALLTEL Wireless of Mississippi RSA #5, L.L.C.

ALLTEL Wireless of North Louisiana, L.L.C.

ALLTEL Wireless of Shreveport, L.L.C.

Celutel, Inc.

Celutel of Biloxi, Inc.

Jackson Cellular Telephone Co., Inc.

Pascagoula Cellular Services, Inc.

Radiofone, Inc.

ATTACHMENT 3 EXHIBIT G

BellSouth Interconnection Billing Adjustment Request (BAR)

Carrier Dispute Section

1. Billing Company Name	2. Billing Contact Name
3. Billing Contact Address	4. Billing Contact Phone
	5. Billing Contact Fax #
	6. Billing Contact Email

Disputing Company Contact Information Section

7. Disputing Company Name	8. Disputing Contact Name
BellSouth Telecommunications	
9. Disputing Contact Address	10. Disputing Contact Phone #
8th Floor	
600 N. 19th Street	11. Disputing Contact Fax #
Birmingham, Al. 35203	12. Disputing Contact Email

General Dispute Section:

13. Date of Claim (YYYY/MM/DD)	14. Status	15. Claim/Audit Number

16. Service Type

17. ACNA	18. OCN	19. CIC	20. BAN	21. Invoice Number(s)
BSO				
22. Bill Date	23. Billed Amount	24. Dispute Reason Code	25. Dispute Description	
26. Disputed Amount	27. Disputed Amount Withheld	28. Disputed Amount Paid	29. Dispute Bill Date From	Dispute Bill Date Thru

ATTACHMENT 3 EXHIBIT G

BellSouth Interconnection Billing Adjustment Request (BAR)

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Dispute Information Section

30. Rate Element/USOC	31. Rate Billed	Correct

Factor Information

32. PIU Billed	Correct	33. PLU Billed	Correct	34.BIP Billed	Correct	35. Other Factors Billed	Correct

36. Jurisdiction

37. Mileage Billed	Correct	38. Contract Name/#	39. Business/Residence Indicator	40. State	41. LATA

Facilities/Dedicated Circuit Dispute Information Section

42. PON	43. SON	44. EC Circuit ID	45. Circuit Location	46. IC Circuit ID	47. CFA

48. TN/All	49. Point Code	50. USOC Quantity	51. Two-Six Code

52. Facilities From Date	Thru Date

BellSouth Interconnection Billing Adjustment Request (BAR)

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Usage Dispute Information Section

53. End Office CLLI	54. TN/ALL	55. Usage Billed Units/Quantity	56. Usage Billed Units/Quantity Disputed

57. Directionality	58. Query	59. Query Type

60. OC & C SON	61. OC & C PON	62. Usage From Date	Thru Date

Information Section

63. Tax Dispute Amount	64. Tax ememption form attached	65. invoice(s) LPC billed	66. LPC paid, date of payment

ATTACHMENT 3 EXHIBIT G

BellSouth Interconnection Billing Adjustment Request (BAR)

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Other

67. Other remarks

Resolution Information Section

68. Resolution Date	69. Resolution Date	70. Resolution Reason	
71. Adjustment Bill Date	72. Adjustment Invoice Number	73. Adjustment Phrase Code(s)	74. Adjustment Ban/ 75 Adjustment SON
76. Disputed Amount	77. Amount Credited	78. Bill Section Adjustment will appear on OC&C _____ Adjustment _____	

79. Resolution remarks

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 CLEC Carrier 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 are 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for the 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 CLEC Carrier may contemplate a request for space sufficient to accommodate CLEC Carrier's growth within a twenty-four (24) month period.

1.2.1.2 In the state of Florida, the size specified by CLEC Carrier may contemplate a request for space sufficient to accommodate CLEC Carrier's growth within an eighteen (18) month period.

1.3 Space Allocation. BellSouth shall attempt to accommodate CLEC Carrier's requested space preferences, if any. In allocating Collocation Space, BellSouth shall not materially increase CLEC Carrier's cost or materially delay CLEC Carrier's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service CLEC Carrier 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 CLEC Carrier and other collocated telecommunications carriers in BellSouth's Premises. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier's equipment and/or facilities for collocation purposes. CLEC Carrier will have one hundred eighty (180) calendar days from receipt of notice by BellSouth to CLEC Carrier 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. CLEC Carrier shall use the Collocation Space for the purpose of installing, maintaining and operating CLEC Carrier's equipment (including testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to CLEC Carrier may not be used for any purposes other than as specifically described herein or in any amendment hereto.

1.6 Rates and Charges. CLEC Carrier 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 Upon request from CLEC Carrier and at CLEC Carrier'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 CLEC Carrier.

2.1.1 The request from CLEC Carrier 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 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 requests 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 CLEC Carrier and inform CLEC Carrier of the timeframe under which it can respond.

3. Collocation Options

3.1 Cageless. BellSouth shall allow CLEC Carrier to collocate CLEC Carrier's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLEC Carrier to have direct access to CLEC Carrier's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where CLEC Carrier'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, CLEC Carrier 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 CLEC Carrier's expense, CLEC Carrier 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, CLEC Carrier and CLEC Carrier's BellSouth Certified Supplier must comply with the more stringent local building code requirements. CLEC Carrier'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 CLEC Carrier and provide, at CLEC Carrier's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for CLEC Carrier's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. CLEC Carrier's BellSouth Certified Supplier shall bill CLEC Carrier directly for all work performed for CLEC Carrier to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by CLEC Carrier's BellSouth Certified Supplier. CLEC Carrier 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 CLEC Carrier's locked enclosure prior to notifying CLEC Carrier 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 CLEC Carrier.

3.2.1 BellSouth may elect to review CLEC Carrier's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify CLEC Carrier of its desire to execute this review in BellSouth's response to the Initial Application, if CLEC Carrier has indicated its desire to construct its own enclosure. If CLEC Carrier'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 CLEC Carrier's plans and specifications. Regardless of whether or not BellSouth elects to review CLEC Carrier'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 CLEC Carrier'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 CLEC Carrier. BellSouth shall require CLEC Carrier to remove or correct within seven (7) calendar days, at CLEC Carrier's expense, any structure that does not

meet CLEC Carrier's plans and specifications or BellSouth's Specifications, as applicable.

3.3 Shared Caged Collocation. CLEC Carrier may allow other telecommunications carriers to share CLEC Carrier's caged collocation arrangement, pursuant to the terms and conditions agreed to by CLEC Carrier (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 CLEC Carrier. BellSouth shall be notified in writing by CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Attachment between BellSouth and CLEC Carrier.

3.3.1 CLEC Carrier, 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. CLEC Carrier 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 CLEC Carrier 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, CLEC Carrier 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 UNEs. 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 CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier or constructed by the CLEC Carrier's BellSouth Certified Supplier and must be in conformance with BellSouth's design and construction Specifications. Further, CLEC Carrier 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 CLEC Carrier requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, CLEC Carrier 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, CLEC Carrier and CLEC Carrier's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. CLEC Carrier's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC Carrier's BellSouth Certified Supplier shall bill CLEC Carrier directly for all work performed for CLEC Carrier to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by CLEC Carrier's BellSouth Certified Supplier. CLEC Carrier 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 CLEC Carrier's locked enclosure prior to notifying CLEC Carrier 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 CLEC Carrier must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its firm order. BellSouth shall review CLEC Carrier's plans and specifications prior to the construction of an Adjacent Arrangement(s) to ensure CLEC Carrier's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from CLEC Carrier for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to CLEC Carrier'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 CLEC Carrier. BellSouth shall require CLEC Carrier to remove or correct within seven (7) calendar days, at CLEC Carrier's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, as applicable.

3.4.3 CLEC Carrier 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 CLEC Carrier'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. CLEC Carrier's BellSouth Certified Supplier shall be responsible, at CLEC Carrier'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 CLEC Carrier to directly interconnect between its own virtual/physical Collocation Space within the same central office by utilizing a Direct Connect. CLEC Carrier shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by CLEC Carrier. CLEC Carrier-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 CLEC Carrier to provision the Direct Connects between its virtual/physical Collocation Spaces. In those instances where CLEC Carrier's virtual/physical Collocation Space is contiguous in the central office, CLEC Carrier will have the option of using CLEC Carrier'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. CLEC Carrier will deploy such electrical or optical connections directly between its own facilities without being routed through BellSouth's equipment. CLEC Carrier may not self-provision Direct Connects on any BellSouth distribution frame, POT, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). CLEC Carrier is responsible for ensuring the integrity of the signal.

3.5.1 To place an order for Direct Connects, CLEC Carrier 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 nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response to CLEC Carrier.

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 UNEs for the provision of telecommunications services. BellSouth will permit CLEC Carrier to interconnect between its virtual or physical collocation

arrangement(s) and that (those) of another collocated telecommunications carrier within the same BellSouth Premises. Both CLEC Carrier'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. CLEC Carrier is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.1 CLEC Carrier must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by CLEC Carrier. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. CLEC Carrier 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 CLEC Carrier-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 CLEC Carrier to provision the CCXC to the other collocated telecommunications carrier. In those instances where CLEC Carrier's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, CLEC Carrier 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. CLEC Carrier 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. CLEC Carrier 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). CLEC Carrier is responsible for ensuring the integrity of the signal.

3.6.2 To place an order for CCXCs, CLEC Carrier 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 CLEC Carrier.

4. Occupancy

4.1 BellSouth will notify CLEC Carrier in writing when the Collocation Space is ready for occupancy (Space Ready Date). CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of CLEC Carrier's acceptance of the Collocation Space (Space Acceptance Date). In the event CLEC Carrier fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by CLEC Carrier on the Space Ready Date and billing will commence from that date. If CLEC Carrier decides to occupy the space prior to the Space Ready Date, the date CLEC Carrier occupies the space is deemed the new Space Acceptance Date and billing will begin from that date. CLEC Carrier 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, CLEC Carrier'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, CLEC Carrier 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 CLEC Carrier and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that CLEC Carrier 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 CLEC Carrier jointly conduct an inspection, confirming that CLEC Carrier 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 CLEC Carrier's right to occupy Collocation Space in the event CLEC Carrier 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, CLEC Carrier, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by the CLEC Carrier from the Collocation Space. CLEC Carrier 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 CLEC Carrier's Guest(s),

unless CLEC Carrier'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 CLEC Carrier removal date. CLEC Carrier shall continue the payment of all monthly recurring charges to BellSouth until the date CLEC Carrier, and if applicable CLEC Carrier's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If CLEC Carrier or CLEC Carrier'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 CLEC Carrier or CLEC Carrier's Guest(s), in any manner that BellSouth deems fit, at CLEC Carrier's expense and with no liability whatsoever for CLEC Carrier's property or CLEC Carrier's Guest(s)'s property. Upon termination of CLEC Carrier's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and CLEC Carrier shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by CLEC Carrier, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. CLEC Carrier'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. CLEC Carrier shall be responsible for the cost of removing any CLEC Carrier 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 UNEs 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 UNEs 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 CLEC Carrier's failure to comply with this Section.

5.1.3 CLEC Carrier 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 CLEC Carrier submits an application for terminations that will exceed the total capacity of the collocated equipment, CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier shall place a plaque or affix other identification (e.g., stenciling) to CLEC Carrier's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify CLEC Carrier's equipment in the case of an emergency.

5.4 Entrance Facilities. CLEC Carrier may elect to place CLEC Carrier-owned or CLEC Carrier-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. CLEC Carrier will provide and place fiber cable at the point of entrance of sufficient length to be pulled through

conduit and into the splice location. CLEC Carrier 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 CLEC Carrier's equipment in the Collocation Space. In the event CLEC Carrier utilizes a non-metallic, riser-type entrance facility, a splice will not be required. CLEC Carrier must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. CLEC Carrier is responsible for the maintenance of the entrance facilities. At CLEC Carrier'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 Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by CLEC Carrier for dual entrance facilities to its physical Collocation Space, BellSouth shall provide CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier in the Application Response.

5.5.2 Shared Use. CLEC Carrier may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to CLEC Carrier's Collocation Space within the same BellSouth Premises. BellSouth shall allow the splice, as long as the fiber is non-working fiber. CLEC Carrier 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 CLEC Carrier-provided riser cable to the spare capacity on the entrance facility. If CLEC Carrier 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 CLEC Carrier authorizing BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on CLEC Carrier's entrance facility.

5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between CLEC Carrier'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). CLEC Carrier shall be responsible for providing the necessary cabling, and CLEC Carrier'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. CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier-provided Point of Termination Bay (POT Bay) in a common area within the BellSouth Premises. CLEC Carrier shall be responsible for providing, and CLEC Carrier's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the POT Bay, as well as installing the necessary cabling between CLEC Carrier's Collocation Space and the demarcation point. CLEC Carrier, its agent, or CLEC Carrier'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 CLEC Carrier desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.

5.7 CLEC Carrier's Equipment and Facilities. CLEC Carrier, or if required by this Attachment, CLEC Carrier'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 CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier's Collocation Space. BellSouth retains the right to access CLEC Carrier'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 CLEC Carrier at least forty-eight (48) hours before access to CLEC Carrier's Collocation Space is required. CLEC Carrier may elect to be present whenever BellSouth performs work in the CLEC Carrier's Collocation Space. The Parties agree that CLEC Carrier will not bear any of the expense associated with this type of work.

5.9 Access. Pursuant to Section 12, CLEC Carrier shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC Carrier agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of CLEC Carrier or CLEC Carrier'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 CLEC Carrier and returned to BellSouth Access Management within fifteen (15) calendar days of CLEC Carrier'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. CLEC Carrier agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of CLEC Carrier's employees, suppliers, agents, or Guest(s) after termination of the employment relationship, the contractual obligation with CLEC Carrier 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 CLEC Carrier's designated Collocation Space, after receipt of the BFFO, without charge to CLEC Carrier. CLEC Carrier 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 CLEC Carrier desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier to access the Collocation Space accompanied by a security escort, at CLEC Carrier's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier's employees, suppliers, agents or Guest(s) to return an Access Device(s), CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier violates the provisions of this paragraph, BellSouth shall provide written notice to CLEC Carrier, which shall direct CLEC Carrier to cure the violation within forty-eight (48) hours of CLEC Carrier'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 CLEC Carrier 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 CLEC Carrier's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to CLEC Carrier prior to the taking of such action and BellSouth shall have no liability to CLEC Carrier 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 CLEC Carrier fails to take curative action within forty-eight (48) hours of CLEC Carrier'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 CLEC Carrier 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 CLEC Carrier is significantly degrading the performance of other advanced services or traditional voice band services, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier at any time. Any damage caused to the Collocation Space by CLEC Carrier's employees, suppliers, agents or representatives during the installation or removal of such property shall be promptly repaired by CLEC Carrier at its sole expense. If CLEC Carrier decides to remove equipment from its Collocation Space and the removal requires no physical work be performed by BellSouth and CLEC Carrier's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill CLEC Carrier an Administrative Only Application Fee as set forth in Exhibit B. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response to CLEC Carrier.

5.13 Alterations. Under no condition shall CLEC Carrier or any person acting on behalf of CLEC Carrier 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 CLEC Carrier, 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 CLEC Carrier with an Application Response.

5.14 Janitorial Service. CLEC Carrier shall be responsible for the general upkeep of its Collocation Space. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier's or CLEC Carrier's Guest's(s') initial equipment placement, CLEC Carrier 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 CLEC Carrier and will be billed by BellSouth on the date BellSouth provides CLEC Carrier with an Application Response.

6.3 Subsequent Application. In the event CLEC Carrier or CLEC Carrier's Guest(s) desires to modify its use of the Collocation Space after a BFFO, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier to submit the Subsequent Application with an Initial Application Fee. The appropriate nonrecurring application fee will be billed on the date BellSouth provides CLEC Carrier with an Application Response.

6.4 Space Preferences. If CLEC Carrier has previously requested and received a Space Availability Report for the BellSouth Premises, CLEC Carrier 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 CLEC Carrier's preference(s), CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier or space that is configured differently, no application fee will apply. If CLEC Carrier decides to accept the available space, CLEC Carrier must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When CLEC Carrier resubmits its application to accept the available space, BellSouth will bill CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier or space that is configured differently, if CLEC Carrier decides to accept the available space, CLEC Carrier 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 CLEC Carrier that no space is available (Denial of Application), BellSouth will not assess an application fee to CLEC Carrier. After notifying CLEC Carrier that there is no available space in the requested BellSouth Premises, BellSouth will allow CLEC Carrier, 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 CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier has originally requested caged Collocation Space and cageless Collocation Space becomes available, CLEC Carrier may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that CLEC Carrier wants to maintain its place on the waiting list for caged Physical Collocation Space, without accepting the available cageless Collocation Space.

CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier from the waiting list. Upon request, BellSouth will advise CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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. 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 CLEC Carrier, 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 CLEC Carrier 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 CLEC Carrier to submit the application with an Initial Application Fee. The appropriate nonrecurring application

fee will be billed on the date BellSouth provides CLEC Carrier with an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 CLEC Carrier shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to CLEC Carrier's Bona Fide Application or CLEC Carrier's application will expire.

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of CLEC Carrier's BFFO. BellSouth will acknowledge the receipt of CLEC Carrier's BFFO within seven (7) calendar days of receipt, so that CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier, when CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier and BellSouth. If CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier at the time BellSouth provides CLEC Carrier with the Application Response. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by CLEC Carrier on the Space Ready Date. BellSouth will correct any deviations to CLEC Carrier'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 CLEC Carrier prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which CLEC Carrier has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to CLEC Carrier prior to the Provisioning Interval for those BellSouth Premises in which CLEC Carrier has physical Collocation Space with a POT bay provided by CLEC Carrier or virtual Collocation Space, until CLEC Carrier provides BellSouth with the following information:

For physical Collocation Space with a CLEC Carrier-provided POT bay, CLEC Carrier 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, CLEC Carrier shall provide BellSouth with a complete layout of CLEC Carrier'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 CLEC Carrier's BellSouth Certified Supplier.

7.5.1 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from CLEC Carrier. 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 CLEC Carrier a nonrecurring charge, as set forth in Exhibit B, each time CLEC Carrier requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to CLEC Carrier.

7.6 Use of BellSouth Certified Supplier. CLEC Carrier shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. CLEC Carrier and CLEC Carrier'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, CLEC Carrier must select different BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC Carrier with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLEC Carrier'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 CLEC Carrier upon successful completion of the installation, etc. The BellSouth Certified Supplier shall bill CLEC Carrier directly for all work performed for CLEC Carrier pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by CLEC Carrier's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to CLEC Carrier or any supplier proposed by CLEC Carrier and will not unreasonably withhold certification. All work performed by or for CLEC Carrier 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. CLEC Carrier shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service CLEC Carrier's Collocation Space. Upon request,

BellSouth will provide CLEC Carrier with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC Carrier. 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, CLEC Carrier 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 CLEC Carrier, such information will be provided to CLEC Carrier in BellSouth's written denial of physical Collocation Space. To the extent that (i) physical Collocation Space becomes available to CLEC Carrier within one hundred eighty (180) calendar days of BellSouth's written denial of CLEC Carrier's request for physical Collocation Space, (ii) BellSouth had knowledge that the space was going to become available, and (iii) CLEC Carrier was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar day period, then CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to CLEC Carrier.

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, CLEC Carrier 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 CLEC Carrier cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill CLEC Carrier 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. CLEC Carrier, 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 CLEC Carrier. Likewise, for cageless Collocation Space, the same Cageless - Application Fee applies for both Initial Applications and Subsequent Applications placed by CLEC Carrier. BellSouth will bill the appropriate nonrecurring application fee on the date that BellSouth provides an Application Response to CLEC Carrier.

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 CLEC Carrier's BFFO.

8.3 Recurring Charges. If CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier occupies the space prior to the Space Ready Date, the date CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier opts for cageless space, the space preparation fees will be assessed based on the total square footage of floor space dedicated to CLEC Carrier 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, CLEC Carrier 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, CLEC Carrier shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] x (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event CLEC Carrier's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, CLEC Carrier 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 CLEC Carrier's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) upon CLEC Carrier's request within the BellSouth Premises; however, the determination of whether BellSouth will permit the power configuration requested by CLEC Carrier will be made at BellSouth's sole discretion, which shall not be unreasonably withheld. BellSouth will revise CLEC Carrier's recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by CLEC Carrier'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 CLEC Carrier certifying the completion of the power reduction work, including the removal of the power cabling by CLEC Carrier'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 CLEC Carrier's BellSouth Certified Supplier.

Likewise, when obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized) and installed by CLEC Carrier's BellSouth Certified Supplier. CLEC Carrier 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 CLEC Carrier's equipment. The determination of whether CLEC Carrier'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 CLEC Carrier must provide BellSouth with a copy of the engineering power specifications prior to the day on which CLEC Carrier'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 CLEC Carrier's Collocation Space. CLEC Carrier 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 CLEC Carrier's arrangement, power cable feeds, and terminations of cable. A BellSouth Certified Supplier must perform all terminations at a BellSouth power board. CLEC Carrier 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 CLEC Carrier elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed CLEC Carrier'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 CLEC Carrier's BellSouth Certified Supplier, except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC Carrier'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 CLEC Carrier's option, CLEC Carrier 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 CLEC Carrier's equipment or space enclosure. CLEC Carrier shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within CLEC Carrier'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, CLEC Carrier has the option to purchase power directly from an electric utility company. Under such an option, CLEC Carrier 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 CLEC Carrier. CLEC Carrier'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 CLEC Carrier previously had power supplied by BellSouth, CLEC Carrier 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 CLEC Carrier in provisioning said power will be billed on an ICB basis.

8.6.5 In South Carolina, CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier. CLEC Carrier'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. CLEC Carrier must submit an application to BellSouth for the appropriate amount of Collocation Space that CLEC Carrier 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 CLEC Carrier'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. CLEC Carrier 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. CLEC Carrier would still retain the option of ordering its power needs directly from BellSouth.

8.6.6 If CLEC Carrier desire to reduce the amount of power that it has requested from BellSouth, CLEC Carrier 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 CLEC Carrier.

8.6.7 In Alabama and Louisiana, if CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier is currently collocated.

8.7 Security Escort. A security escort will be required whenever CLEC Carrier 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 CLEC Carrier shall pay for such half-hour charges in the event CLEC Carrier fails to show up.

8.8 Cable Record charges. These charges apply for work required to add or change existing cable records assigned to CLEC Carrier 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 CLEC Carrier's BFFO. In Louisiana, the Cable Record charges are assessed on a monthly recurring basis and will be billed upon receipt of CLEC Carrier'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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier's real and personal property situated on or within BellSouth's Central Office location(s).

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

9.5 CLEC Carrier 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. CLEC Carrier shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC Carrier's insurance company. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier's net worth exceeds five hundred million dollars ($500,000,000), CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier in the event that self-insurance status is not granted to CLEC Carrier. If BellSouth approves CLEC Carrier for self-insurance, CLEC Carrier shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC Carrier's corporate officers. The ability to self-insure shall continue so long as the CLEC Carrier meets all of the requirements of this Section. If CLEC Carrier subsequently no longer satisfies this Section, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier), 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 CLEC Carrier's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLEC Carrier's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC Carrier adds equipment and may otherwise conduct routine inspections at

reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC Carrier 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, CLEC Carrier will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC Carrier employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the CLEC Carrier 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. CLEC Carrier shall not be required to perform this investigation if an affiliated company of CLEC Carrier has performed an investigation of the CLEC Carrier employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC Carrier has performed a pre-employment statewide investigation of criminal history records of the CLEC Carrier employee for the states/counties where the CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of CLEC Carrier not possessing identification issued by CLEC Carrier or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC Carrier shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises. CLEC Carrier shall be solely responsible for ensuring that any Guest(s) of CLEC Carrier is in compliance with all subsections of this Section.

12.4 CLEC Carrier shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLEC Carrier shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any CLEC Carrier personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC Carrier chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier employee or agent hired by CLEC Carrier within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, CLEC Carrier 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, CLEC Carrier will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC Carrier 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 CLEC Carrier employees requiring access to a BellSouth Premises pursuant to this Attachment, CLEC Carrier 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, CLEC Carrier shall promptly remove from the BellSouth Premises any employee of CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier's Security representative of such interview. CLEC Carrier and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC Carrier's employees, agents, or suppliers. Additionally, BellSouth reserves the right to

bill CLEC Carrier for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that CLEC Carrier's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill CLEC Carrier for BellSouth property, which is stolen or damaged where an investigation determines the culpability of CLEC Carrier's employees, agents, or suppliers and where CLEC Carrier agrees, in good faith, with the results of such investigation. CLEC Carrier shall notify BellSouth in writing immediately in the event that CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier'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 CLEC Carrier, 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. CLEC Carrier 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 CLEC Carrier's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC Carrier. Where allowed and where practical, CLEC Carrier may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLEC Carrier shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CLEC Carrier's permitted use, until such Collocation Space is fully repaired and restored and CLEC Carrier's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where CLEC Carrier has placed an Adjacent Arrangement pursuant to Section 3.4, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and CLEC Carrier 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. CLEC Carrier should contact 1-800-743-6737 for any BellSouth MSDS required.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC Carrier 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. CLEC Carrier will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by CLEC Carrier when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLEC Carrier space with proper notification. BellSouth reserves the right to stop any CLEC Carrier 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 CLEC Carrier are owned by CLEC Carrier. CLEC Carrier will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by CLEC Carrier or different hazardous materials used by CLEC Carrier at a BellSouth Premises. CLEC Carrier 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 CLEC Carrier to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC Carrier will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLEC Carrier will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC Carrier 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 BellSouth disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and CLEC Carrier 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, CLEC Carrier agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC Carrier further agrees to cooperate with BellSouth to ensure that CLEC Carrier'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 CLEC Carrier, its employees, agents and/or suppliers.

2.2 The most current version of the reference documentation must be requested from CLEC Carrier'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 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 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 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 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 BST Bldg Svc Cntr: 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 The rates, terms, and conditions contained within this Attachment shall only apply when CLEC Carrier 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 CLEC Carrier Remote Collocation Space 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 collocation is technically feasible, BellSouth will allow CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier may contemplate a request for space sufficient to accommodate CLEC Carrier's growth within a two-year period.

1.3.2 In the state of Florida, the number of racks/bays specified by CLEC Carrier may contemplate a request for space sufficient to accommodate CLEC Carrier'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 CLEC Carrier that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon CLEC Carrier's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC Carrier. CLEC Carrier agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for CLEC Carrier. 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 CLEC Carrier as above, CLEC Carrier shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with CLEC Carrier 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. CLEC Carrier 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. CLEC Carrier shall use the Remote Collocation Space for the purposes of installing, maintaining and operating CLEC Carrier'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. CLEC Carrier 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 Upon request from CLEC Carrier, 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 CLEC Carrier 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 NECA Tariff FCC No. 4. If CLEC Carrier is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, CLEC Carrier may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier and inform CLEC Carrier of the time frame under which it can respond.

2.2 Remote Terminal information. Upon request, BellSouth will provide CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier, up to a maximum of thirty (30) wire centers per CLEC Carrier 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) CLEC Carrier agrees to pay the costs incurred by BellSouth in providing the information.

3. Collocation Options

3.1 Cageless. BellSouth shall allow CLEC Carrier to collocate CLEC Carrier's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLEC Carrier to have direct access to CLEC Carrier's

equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single rack/bay increments. Except where CLEC Carrier'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, CLEC Carrier 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 CLEC Carrier's expense, CLEC Carrier 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. CLEC Carrier'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 CLEC Carrier and provide, at CLEC Carrier's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for CLEC Carrier's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. CLEC Carrier's BellSouth Certified Supplier shall bill CLEC Carrier directly for all work performed for CLEC Carrier pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by CLEC Carrier's BellSouth Certified Supplier. CLEC Carrier 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 CLEC Carrier's locked enclosure prior to notifying CLEC Carrier at least forty-eight (48) hours before access to the Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for CLEC Carrier.

3.2.1 BellSouth may elect to review CLEC Carrier's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to CLEC Carrier indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Application, if CLEC Carrier has indicated their desire to construct their own enclosure. If CLEC Carrier'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 CLEC Carrier'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

CLEC Carrier to remove or correct within seven (7) calendar days at CLEC Carrier's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

3.3 Shared Collocation. CLEC Carrier may allow other telecommunications carriers to share CLEC Carrier's Remote Collocation Space pursuant to terms and conditions agreed to by CLEC Carrier (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. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier.

3.3.1 CLEC Carrier, 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 CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier 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

CLEC Carrier'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 CLEC Carrier and in conformance with BellSouth's design and construction Specifications. Further, CLEC Carrier 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 CLEC Carrier elect Adjacent Collocation, CLEC Carrier 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, CLEC Carrier and CLEC Carrier's BellSouth Certified Supplier must comply with local building code requirements. CLEC Carrier's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC Carrier's BellSouth Certified Supplier shall bill CLEC Carrier directly for all work performed for CLEC Carrier pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by CLEC Carrier's BellSouth Certified Supplier. CLEC Carrier 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 CLEC Carrier's locked enclosure prior to notifying CLEC Carrier 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 CLEC Carrier must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review CLEC Carrier'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 CLEC Carrier to remove or correct within seven (7) calendar days at CLEC Carrier's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

3.4.3 CLEC Carrier 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 CLEC Carrier'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. CLEC Carrier's BellSouth Certified Supplier shall be responsible, at CLEC Carrier'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 UNEs for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit CLEC Carrier to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Remote Site Location. Both CLEC Carrier'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 CLEC Carrier use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

3.5.1 CLEC Carrier must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by CLEC Carrier. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where CLEC Carrier's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, CLEC Carrier will have the option of using CLEC Carrier'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. CLEC Carrier 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. CLEC Carrier 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). CLEC Carrier is responsible for ensuring the integrity of the signal.

3.5.2 CLEC Carrier shall be responsible for providing a letter of authorization (LOA) to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. CLEC Carrier-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, CLEC Carrier will have the option of using CLEC Carrier's own technicians to construct its own dedicated support structure.

3.5.3 To order CCXCs, CLEC Carrier 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 BellSouth will notify CLEC Carrier in writing that the Remote Collocation Space is ready for occupancy (Space Ready Date). CLEC Carrier will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations to CLEC Carrier'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 CLEC Carrier has met the fifteen (15) calendar day interval(s), billing will begin upon the date of CLEC Carrier's acceptance of the Collocation Space (Space Acceptance Date). In the event that CLEC Carrier fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by CLEC Carrier on the Space Ready Date and billing will commence from that date. If CLEC Carrier decides to occupy the space prior to the Space Ready Date, the date CLEC Carrier occupies the space becomes the new Space Acceptance Date and billing begins from that date. CLEC Carrier 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, CLEC Carrier'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, CLEC Carrier 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 CLEC Carrier and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that CLEC Carrier 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 CLEC Carrier jointly conduct an inspection which confirms that CLEC Carrier has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate CLEC Carrier's right to occupy the Remote Collocation Space in the event CLEC Carrier fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, CLEC Carrier at its expense shall remove its equipment and other property from the Remote Collocation Space. CLEC Carrier 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 CLEC Carrier's Guest(s), unless CLEC Carrier'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. CLEC Carrier shall continue payment of monthly fees to BellSouth until such date as CLEC Carrier, and if applicable CLEC Carrier's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should CLEC Carrier or CLEC Carrier'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 CLEC Carrier or CLEC Carrier's Guest(s), in any manner that BellSouth deems fit, at CLEC Carrier's expense and with no liability whatsoever for CLEC Carrier's or CLEC Carrier's Guest(s)'s property. Upon termination of CLEC Carrier's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and CLEC Carrier shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the CLEC Carrier except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts CLEC Carrier'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. CLEC Carrier shall be responsible for the cost of removing any CLEC Carrier 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 UNEs 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 UNEs 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 CLEC Carrier's failure to comply with this Section.

5.1.2.1 All CLEC Carrier 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 CLEC Carrier shall identify to BellSouth whenever CLEC Carrier submits a Method of Procedure (MOP) adding equipment to CLEC Carrier's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in CLEC Carrier's Remote Collocation Space. CLEC Carrier shall submit a copy of the list of any lien holders or other entities that have a financial interest to CLEC Carrier's ATCC Representative.

5.2 CLEC Carrier 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 CLEC Carrier shall place a plaque or other identification affixed to CLEC Carrier's equipment to identify CLEC Carrier's equipment, including a list of emergency contacts with telephone numbers.

5.4 Entrance Facilities. CLEC Carrier may elect to place CLEC Carrier-owned or CLEC Carrier-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. CLEC

Carrier 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. CLEC Carrier must contact BellSouth for instructions prior to placing the entrance facility cable. CLEC Carrier is responsible for maintenance of the entrance facilities.

5.4.1 Shared Use. CLEC Carrier may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to CLEC Carrier'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. CLEC Carrier 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 CLEC Carrier provided riser cable to the spare capacity on the entrance facility. If CLEC Carrier 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 CLEC Carrier for BellSouth to splice that telecommunications carrier's provided riser cable to the spare capacity on CLEC Carrier's entrance facility.

5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between CLEC Carrier'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. CLEC Carrier or its agent must perform all required maintenance to CLEC Carrier equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.

5.6 CLEC Carrier's Equipment and Facilities. CLEC Carrier, or if required by this Attachment, CLEC Carrier'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 CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier at least forty-eight (48) hours before access to the Remote Collocation Space is required. CLEC Carrier may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that CLEC Carrier will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 12, CLEC Carrier shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC Carrier 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 CLEC Carrier or CLEC Carrier'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 CLEC Carrier and returned to BellSouth Access Management within fifteen (15) calendar days of CLEC Carrier'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. CLEC Carrier agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC Carrier's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC Carrier 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 CLEC Carrier's designated collocation arrangement location after receipt of the BFFO without charge to CLEC Carrier. CLEC Carrier 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 CLEC Carrier desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, CLEC Carrier may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event CLEC Carrier 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 CLEC Carrier to access the Remote Collocation Space accompanied by a security escort at CLEC Carrier's expense. CLEC Carrier 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. CLEC Carrier 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), CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier violates the provisions of this paragraph, BellSouth shall give written notice to CLEC Carrier, which notice shall direct CLEC Carrier to cure the violation within forty-eight (48) hours of CLEC Carrier'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 CLEC Carrier 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 CLEC Carrier's equipment. BellSouth will endeavor, but is not required, to provide notice to CLEC Carrier prior to taking such action and shall have no liability to CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier at any time. Any damage caused to the Remote Collocation Space by CLEC Carrier's employees, agents or representatives shall be promptly repaired by CLEC Carrier at its expense.

5.11.1 If CLEC Carrier decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill CLEC Carrier 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 CLEC Carrier or any person acting on behalf of CLEC Carrier 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 CLEC Carrier. 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. CLEC Carrier shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. CLEC Carrier shall be responsible for removing any CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier or CLEC Carrier's Guest(s) desires to install a bay/rack in a Remote Site Location, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier or differently configured no application fee shall apply. If CLEC Carrier decides to accept the available space, CLEC Carrier 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 CLEC Carrier or differently configured, if CLEC Carrier decides to accept the available space, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier or differently configured no application fee shall apply. If CLEC Carrier decides to accept the available space,

CLEC Carrier 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 CLEC Carrier that no space is available (Denial of Application), BellSouth will not assess an Application Fee. After notifying CLEC Carrier that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow CLEC Carrier, 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 CLEC Carrier 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, CLEC Carrier must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If CLEC Carrier has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, CLEC Carrier may refuse such space and notify BellSouth in writing within that time that CLEC Carrier wants to maintain its place on the waiting list without accepting such space. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier from the waiting list. Upon request, BellSouth will advise CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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. 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 CLEC Carrier 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 CLEC Carrier 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.

6.11 Bona Fide Firm Order.

6.11.1 CLEC Carrier 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 CLEC Carrier's Bona Fide application or the application will expire.

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of CLEC Carrier'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 CLEC Carrier 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 CLEC Carrier with the estimated completion date in its Response.

7.3 Joint Planning. Joint planning between BellSouth and CLEC Carrier 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 CLEC Carrier 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. CLEC Carrier will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying CLEC Carrier that the Remote Collocation Space is ready for occupancy. In the event that CLEC Carrier fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by CLEC Carrier on the Space Ready

Date. BellSouth will correct any deviations to CLEC Carrier'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. CLEC Carrier shall select a supplier which has been approved by BellSouth to perform all engineering and installation work CLEC Carrier and CLEC Carrier'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, CLEC Carrier must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC Carrier with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLEC Carrier'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 CLEC Carrier upon successful completion of installation. The BellSouth Certified Supplier shall bill CLEC Carrier directly for all work performed for CLEC Carrier 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 CLEC Carrier or any supplier proposed by CLEC Carrier and will not unreasonably withhold certification. All work performed by or for CLEC Carrier 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. CLEC Carrier shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC Carrier's Remote Collocation Space. Upon request, BellSouth will provide CLEC Carrier with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC Carrier. 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, CLEC Carrier 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 CLEC Carrier, such information will be provided to CLEC Carrier in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to CLEC Carrier within one-hundred-eighty (180) calendar days of

BellSouth's written denial of CLEC Carrier's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) CLEC Carrier was not informed in the written denial that physical Remote Collocation Space would become available within such one-hundred-eighty (180) calendar days, then CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill CLEC Carrier 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. CLEC Carrier, 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier occupies the space prior to the Space Ready Date, the date CLEC Carrier 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 CLEC Carrier. 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 CLEC Carrier's equipment. CLEC Carrier 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 CLEC Carrier's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at CLEC Carrier'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 CLEC Carrier'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 CLEC Carrier'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 CLEC Carrier certifying the completion of the power reduction, including the removal of the power cabling by CLEC Carrier'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 CLEC Carrier's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC Carrier'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 CLEC Carrier's option, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier shall pay for such half-hour charges in the event CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier's real and personal property situated on or within BellSouth's Remote Site Location.

9.2.4 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If CLEC Carrier fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC Carrier.

9.5 CLEC Carrier 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. CLEC Carrier shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC Carrier's insurance company. CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier's net worth exceeds five hundred million dollars ($500,000,000), CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier in the event that self-insurance status is not granted to CLEC Carrier. If BellSouth approves CLEC Carrier for self-insurance, CLEC Carrier shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC Carrier's corporate officers. The ability to self-insure shall continue so long as CLEC Carrier meets all of the requirements of this Section. If CLEC Carrier subsequently no longer satisfies this Section, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier), 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 CLEC Carrier's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between CLEC Carrier's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC Carrier adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC Carrier 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, CLEC Carrier will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC Carrier employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the CLEC Carrier 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. CLEC Carrier shall not be required to perform this investigation if an affiliated company of CLEC Carrier has performed an investigation of the CLEC Carrier employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC Carrier has performed a pre-employment statewide investigation of criminal history records of the CLEC Carrier employee for the states/counties where the CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier's name. BellSouth reserves the right to remove from its Remote Site Location any employee of CLEC Carrier not possessing identification issued by CLEC Carrier or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC Carrier shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. CLEC Carrier shall be solely responsible for ensuring that any Guest(s) of CLEC Carrier is in compliance with all subsections of this Section.

12.4 CLEC Carrier shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. CLEC Carrier 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 CLEC Carrier personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC Carrier chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier employee or agent hired by CLEC Carrier 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, CLEC Carrier shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC Carrier will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC Carrier 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 CLEC Carrier employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, CLEC Carrier 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, CLEC Carrier shall promptly remove from BellSouth's Remote Site Location any employee of CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier's Security representative of such interview. CLEC Carrier and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC Carrier's employees, agents, or suppliers. Additionally, BellSouth reserves the right to

bill CLEC Carrier for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that CLEC Carrier's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill CLEC Carrier for BellSouth property, which is stolen or damaged where an investigation determines the culpability of CLEC Carrier's employees, agents, or suppliers and where CLEC Carrier agrees, in good faith, with the results of such investigation. CLEC Carrier shall notify BellSouth in writing immediately in the event that the CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier'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 CLEC Carrier, 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. CLEC Carrier 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 CLEC Carrier's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC Carrier. Where allowed and where practical, CLEC Carrier may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, CLEC Carrier shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for CLEC Carrier's permitted use, until such Remote Collocation Space is fully repaired and restored and CLEC Carrier'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 CLEC Carrier has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and CLEC Carrier 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. CLEC Carrier should contact 1-800-743-6737 for any BellSouth MSDS required.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC Carrier 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. CLEC Carrier 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 BellSouth practices should be followed by CLEC Carrier when operating in the BellSouth Remote Site Location.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLEC Carrier space with proper notification. BellSouth reserves the right to stop any CLEC Carrier 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 CLEC Carrier are owned by CLEC Carrier. CLEC Carrier will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by CLEC Carrier or different hazardous materials used by CLEC Carrier at the BellSouth Remote Site Location. CLEC Carrier 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 CLEC Carrier to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC Carrier will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLEC Carrier will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC Carrier 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 BellSouth disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and CLEC Carrier 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, CLEC Carrier agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC Carrier further agrees to cooperate with BellSouth to ensure that CLEC Carrier'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 CLEC Carrier, its employees, agents and/or suppliers.

2.1.1 The most current version of reference documentation must be requested from CLEC Carrier'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 BST Bldg Svc Cntr: 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 - Alabama														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.05	12.39	11.87	6.39	5.73						
PHYSICAL COLLOCATION																	
		Physical Collocation-Initial Application Fee			CLO	PE1BA		1,879.48		0.51							
		Physical Collocation-Subsequent Application Fee			CLO	PE1CA		1,566.60									
		Physical Collocation Administrative Only-Application Fee			CLO	PE1BL		742.15									
		Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		600.71									
		Physical Collocation-Space Preparation-CO Modification per sq ft			CLO	PE1SK	1.96										
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft			CLO	PE1SL	2.62										
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage			CLO	PE1SM	88.86										
		Physical Collocation-Cable Installation, Pricing, NRC charge, per Entrance Cable			CLO	PE1BD		859.71		22.49							
		Physical Collocation-Floor Space, per sq ft			CLO	PE1PJ	3.22										
		Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.11										
		Physical Collocation-Power, -48V DC Power-per Fused Amp			CLO	PE1PL	7.83										
		Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		398.76									
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker			CLO	PE1FB	4.91										
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker			CLO	PE1FD	9.84										
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	14.74										
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	34.06										
		Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.05	12.39	11.87	6.39	5.73						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1P1	1.11	22.03	15.93	6.40	5.79						
		Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	PE1P3	14.16	20.89	15.20	7.38	5.92						
		Physical Collocation-2-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	2.81	20.89	15.20	7.38	5.92						
		Physical Collocation-4-Fiber Cross-Connect			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	4.99	25.55	19.86	9.71	8.25						

COLLOCATION - Alabama														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Space enclosure, welded wire, first 100 sq ft			CLO	PE1BW	156.33										
		Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft			CLO	PE1CW	15.34										
		Physical Collocation-Security Access System-Security System per CO			CLO	PE1AX	45.70										
		Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.05	27.79									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.79									
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.78									
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		13.10									
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.10									
		Physical Collocation-Space Availability Report, per CO Requested			CLO	PE1SR		1,075.17									
		Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.56									
		Physical Collocation-Cable Records, per request			CLO	PE1CR		759.29	488.11	133.00							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		326.92		189.12							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pr			CLO	PE1CO		4.81		5.90							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.25		2.76							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.88		9.66							
		Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.49		77.13							
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		16.93	10.73								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		22.05	13.86								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		27.17	16.98								
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
		Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable prs or fraction thereof			CLO	PE1B7		592.00									
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.0011										

COLLOCATION - Alabama														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0016										
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.22									
		Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,196.424	42.721								
		Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.103									
		Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,000.913	42.721								
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.241									
		Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		594.41		1.21							
		Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		833.47		1.21							
		Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21							
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	1		CLO	PE1DU		535.37									
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	1		CLO	PE1DV		535.37									
ADJACENT COLLOCATION																	
		Adjacent Collocation-Space Charge per sq ft			CLOAC	PE1JA	0.14										
		Adjacent Collocation-Electrical Facility Charge per Linear ft			CLOAC	PE1JC	5.41										
		Adjacent Collocation-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.02	12.30	11.80	6.03	5.44						
		Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.04	12.39	11.87	6.39	5.73						
		Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.03	22.03	15.93	6.40	5.79						
		Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	13.95	20.89	15.20	7.38	5.92						
		Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	2.36	20.89	15.20	7.38	5.92						
		Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	4.52	25.55	19.86	9.71	8.25						
		Adjacent Collocation-Application Fee			CLOAC	PE1JB		1,576.69		0.51							
		Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	4.91										
		Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	9.84										
		Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	14.74										
		Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	34.06										
		Adjacent Collocation-DC power provisioning (Alabama Only Mandate)			CLOAC			ICB									
		Note: ICB means Individual Case Basis															
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		307.70		168.22							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	201.42										
		Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		13.10									
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		115.87									
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.56									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.38									
		Power, DC Power Provisioning (Alabama Only)			CLORS		ICB										
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		16.93	10.73								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		22.05	13.86								

COLLOCATION - Alabama														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		27.17	16.98								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation-AC Power, per breaker amp	I		CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation-Real Estate, per sq ft	I		CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation-Application Fee	I		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		1,205.26		0.51							
		Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		859.71		22.49							
		Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	3.22										
		Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	7.83										
		Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	14.97										
		Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73						
		Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	2.84	20.89	15.20	7.38	5.92						
		Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	5.69	25.55	19.86	9.71	8.25						
		Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	1.11	22.03	15.93	6.40	5.79						
		Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	14.16	20.89	15.20	7.38	5.92						
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.0026										
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0038										
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.37									
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.37									
		Virtual Collocation Cable Records-per request			AMTFS	VE1BA		759.29	488.11	133.00							
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		326.92	326.92	189.12							
		Virtual Collocaiton Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		4.81		5.90							
		Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		2.25		2.76							
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		7.88		9.66							
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.49		77.13							

COLLOCATION - Alabama														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation-Security Escort-Basic, per half hr			AMTFS	SPTBX		16.93	10.73								
		Virtual collocation-Security Escort-Overtime, per half hr			AMTFS	SPTOX		22.05	13.86								
		Virtual collocation-Security Escort-Premium, per half hr			AMTFS	SPTPX		27.17	16.98								
		Virtual collocation-Maintenance in CO-Basic, per half hr			AMTFS	CTRLX		27.93	10.73								
		Virtual collocation-Maintenance in CO-Overtime, per half hr			AMTFS	SPTOM		36.47	13.86								
		Virtual collocation-Maintenance in CO-Premium per half hr			AMTFS	SPTPM		45.02	16.98								

COLLOCATION - Alabama														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.44						
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.0276	8.22	7.22								
	Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.0276	8.22	7.22								
	Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.0276	8.22	7.22								
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.0276	8.22	7.22								
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.0276	8.22	7.22								
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.0276	8.22	7.22								
	Physical Collocation 4W Cross Connect, Exchange Port 4W 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	I		CLO	PE1BL		742.00									
	Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		288.93									
	Physical Collocation-Space Preparation-CO Modification per sq ft			CLO	PE1SK	2.38										
	Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage			CLO	PE1SM	92.55										
	Physical Collocation-Cable Installation, Pricing, NRC charge, per Entrance Cable			CLO	PE1BD		1,750.00		45.16							
	Physical Collocation-Floor Space, per sq ft			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 Reduction Only, Application Fee	I		CLO	PE1PR		399.43									
	Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker			CLO	PE1FB	5.38										
	Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker			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-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.0276	8.22	7.22	5.74	4.58						
	Physical Collocation-4W 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			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1P1	1.32	27.77	15.52	5.93	4.77						
	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 sq ft			CLO	PE1BW	189.45										
	Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft			CLO	PE1CW	18.58										

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Security Access System-Security System per CO			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 CO 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 pr			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 hr			CLO	PE1BT		16.52	10.83								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		21.92	14.19								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		27.31	17.55								
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG 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									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit	I		CLO	PE1B3		52.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit	I		CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO 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 prs 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										

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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 prs			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 Collocation-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-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0213	24.69	23.69	11.77	10.62						
		Adjacent Collocation-4W 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									
		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 hr			CLORS	PE1BT		16.52	10.83								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		21.92	14.19								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			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 sq ft			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.																

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																	
		Virtual Collocation-Application Fee			AMTFS	EAF		4,122.00	1,249.00								
		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-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0502	11.57									
		Virtual Collocation-4W 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 ft			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									
		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 pr			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 hr			AMTFS	SPTBQ		10.89									
		Virtual collocation-Security Escort-Overtime, per quarter hr			AMTFS	SPTOQ		13.64									
		Virtual collocation-Security Escort-Premium, per quarter hr			AMTFS	SPTPQ		16.40									
		Virtual Collocation-2W Cross Connects (loop), per ckts			AMTFS	VE1R2	0.05	11.57									
		Virtual Collocation-4W 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									

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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 hr			AMTFS	SPTRE		10.89									
		Virtual collocation-Maintenance in CO-Overtime, per quarter hr			AMTFS	SPTOE		13.64									
		Virtual collocation-Maintenance in CO-Premium per quarter hr			AMTFS	SPTPE		16.40									

COLLOCATION - Florida														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPTX	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 4W Cross Connect, Exchange Port 4W 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.																

COLLOCATION - Georgia														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res	I		UEPSR	PE1R2	0.30	12.60	12.60								
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus	I		UEPSP	PE1R2	0.30	12.60	12.60								
		Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res	I		UEPSE	PE1R2	0.30	12.60	12.60								
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus	I		UEPSB	PE1R2	0.30	12.60	12.60								
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN	I		UEPSX	PE1R2	0.30	12.60	12.60								
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN	I		UEPTX	PE1R2	0.30	12.60	12.60								
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.50	12.60	12.60								
PHYSICAL COLLOCATION																	
		Physical Collocation-Initial Application Fee			CLO	PE1BA		1,285.98		0.59							
		Physical Collocation-Subsequent Application Fee			CLO	PE1CA		1,085.48		0.59							
		Physical Collocation Administrative Only-Application Fee			CLO	PE1BL		740.83									
		Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		141.10									
		Physical Collocation-Space Preparation-CO Modification per sq ft			CLO	PE1SK	2.01										
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft			CLO	PE1SL	2.23										
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage			CLO	PE1SM	75.61										
		Physical Collocation-Cable Installation, Pricing, NRC charge, per Entrance Cable			CLO	PE1BD		736.93		21.51							
		Physical Collocation-Floor Space, per sq ft			CLO	PE1PJ	4.52										
		Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	7.21										
		Physical Collocation-Power, -48V DC Power-per Fused Amp			CLO	PE1PL	4.78										
		Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		398.80									
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker			CLO	PE1FB	5.14										
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker			CLO	PE1FD	10.30										
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.44										
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	35.65										
		Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.0197										
		Physical Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.0393										
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1P1	0.3726										
		Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	PE1P3	4.06										
		Physical Collocation-2-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	1.72										
		Physical Collocation-4-Fiber Cross-Connect			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	3.30										

COLLOCATION - Georgia														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Space enclosure, welded wire, first 100 sq ft			CLO	PE1BW	160.45										
		Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft			CLO	PE1CW	15.74										
		Physical Collocation-Security Access System-Security System per CO			CLO	PE1AY	0.0106										
		Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State			CLO	PE1A1		22.00									
		Physical Collocation-Security Access System-New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		5.38									
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		17.01									
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		13.20									
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.20									
		Physical Collocation-Space Availability Report, per CO Requested			CLO	PE1SR		248.75									
		Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.42									
		Physical Collocation-Cable Records, per request			CLO	PE1CR		743.65	478.06	125.75							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		317.60		177.77							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pr			CLO	PE1CO		4.48		5.30							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.22		2.63							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.76		9.19							
		Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		83.45		73.57							
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		16.52	10.83								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		21.92	14.19								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		27.31	17.55								
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
		Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable prs or fraction thereof			CLO	PE1B7		592.00									

COLLOCATION - Georgia														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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	0.0015										
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.18									
		Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,198.43	42.645								
		Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.071									
		Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,003.267	42.645								
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.228									
		Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		594.05		1.21							
		Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		832.95		1.21							
		Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		1,057.00		1.21							
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		553.43									
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		553.43									
		Physical Collocation-Power-Power Construction, per amp DC plant	I		CLO	PE1PU	3.44										
		Physical Collocation-Power-Power Consumption,per amp AC usage	I		CLO	PE1PV	1.34										
		Physical Collocation-Physical Meter Reading Expense	I		CLO	PE1FL	75.34										
		Physical Collocation-Meter Reading-Billing Setup Fee	I		CLO	PE1FK		300									
		Physical Collocation-add'l Meter Reading Trip Charge	I		CLO	PE1FM		285									
ADJACENT COLLOCATION																	
		Adjacent Collocation-Space Charge per sq ft			CLOAC	PE1JA	0.164										
		Adjacent Collocation-Electrical Facility Charge per Linear ft			CLOAC	PE1JC	4.01										
		Adjacent Collocation-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0172										
		Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0344										
		Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	0.3608										
		Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	4.73										
		Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	1.66										
		Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	3.24										
		Adjacent Collocation-Application Fee			CLOAC	PE1JB		1,382.19		0.50							
		Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.14										
		Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.30										
		Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.44										
		Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	35.65										
		Adjacent Collocation-240V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLOAC	PE1JD	35.65										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		300.61		132.62							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	143.23										
		Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		13.20									
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		109.94									

COLLOCATION - Georgia														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								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		36.04									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		116.64									
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		16.52	10.83								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		21.92	14.19								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		27.31	17.55								

COLLOCATION - Georgia														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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 sq ft			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		609.52		0.59							
		Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		736.93		21.51							
		Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	4.52										
		Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	4.78										
		Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	7.57										
		Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0188										
		Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0375										
		Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	1.73										
		Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	3.45										
		Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	0.3726										
		Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	4.06										
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.0023										
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0034										
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		553.43									
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		553.43									
		Virtual Collocation Cable Records-per request			AMTFS	VE1BA		743.65	478.06	125.75							
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		317.60		177.77							
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		4.48		5.30							
		Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		2.22		2.63							
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		7.76		9.19							
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		83.45		73.57							
		Virtual collocation-Security Escort-Basic, per half hr			AMTFS	SPTBX		16.52	10.83								
		Virtual collocation-Security Escort-Overtime, per half hr			AMTFS	SPTOX		21.92	14.19								

COLLOCATION - Georgia														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation-Security Escort-Premium, per half hr			AMTFS	SPTPX		27.31	17.55								
		Virtual collocation-Maintenance in CO-Basic, per half hr			AMTFS	CTRLX		26.54	10.83								
		Virtual collocation-Maintenance in CO-Overtime, per half hr			AMTFS	SPTOM		35.44	14.19								
		Virtual collocation-Maintenance in CO-Premium per half hr			AMTFS	SPTPM		44.34	17.55								
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.30	12.60	12.60								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.30	12.60	12.60								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.30	12.60	12.60								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.30	12.60	12.60								
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.30	12.60	12.60								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.30	12.60	12.60								
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.50	12.60	12.60								
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Kentucky														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.0333	24.68	23.68	12.14	10.95						
	Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.0333	24.68	23.68	12.14	10.95						
	Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.0333	24.68	23.68	12.14	10.95						
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.0333	24.68	23.68	12.14	10.95						
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.0333	24.68	23.68	12.14	10.95						
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.0333	24.68	23.68	12.14	10.95						
	Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	1.48	44.23	31.98	12.81	11.57						
PHYSICAL COLLOCATION																
	Physical Collocation-Initial Application Fee			CLO	PE1BA		3,773.54									
	Physical Collocation-Subsequent Application Fee			CLO	PE1CA		3,145.35									
	Physical Collocation Administrative Only-Application Fee			CLO	PE1BL		742.12									
	Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		1,206.07									
	Physical Collocation-Space Preparation-CO Modification per sq ft			CLO	PE1SK	2.32										
	Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft			CLO	PE1SL	3.26										
	Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.57										
	Physical Collocation-Cable Installation, Pricing, NRC charge, per Entrance Cable			CLO	PE1BD		1,729.11		45.16							
	Physical Collocation-Floor Space, per sq ft			CLO	PE1PJ	7.99										
	Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.86										
	Physical Collocation-Power, -48V DC Power-per Fused Amp			CLO	PE1PL	8.06										
	Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		399.50									
	Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.44										
	Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.88										
	Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.32										
	Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.68										
	Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.0333	24.68	23.68	12.14	10.95						
	Physical Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.0665	24.88	23.82	12.77	11.46						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1P1	1.48	44.23	31.98	12.81	11.57						
	Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	PE1P3	18.89	41.93	30.51	14.75	11.83						
	Physical Collocation-2-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	3.75	41.93	30.51	14.76	11.84						

COLLOCATION - Kentucky

Attachment: 4 Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation-4-Fiber Cross-Connect			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	6.65	51.29	39.87	19.41	16.49						
	Physical Collocation-Space enclosure, welded wire, first 100 sq ft			CLO	PE1BW	184.97										
	Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft			CLO	PE1CW	18.14										
	Physical Collocation-Security Access System, Security System, per CO, per sq ft			CLO	PE1AX	76.10										
	Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.058	55.79									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.64									
	Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74									
	Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		26.29									
	Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29									
	Physical Collocation-Space Availability Report, per CO Requested			CLO	PE1SR		2,158.67									
	Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.55									
	Physical Collocation-Cable Records, per request			CLO	PE1CR		1,524.45	980.01	267.02							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656.37		379.70							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pr			CLO	PE1CO		9.65		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		15.81		19.39							
	Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.63		154.85							
	Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		33.98	21.53								
	Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		44.26	27.81								
	Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		54.54	34.09								
	Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		33.00									
	Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		23.00									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
	Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
	Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									

COLLOCATION - Kentucky													Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable prs or fraction thereof			CLO	PE1B7		592.00									
	Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.0012										
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0018										
	Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.20									
	Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,224.485	42.719								
	Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.102									
	Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,028.981	42.719								
	Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.241									
	Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		594.98		1.21							
	Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		834.26		1.21							
	Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		1,059.00		1.21							
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		535.55									
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		535.55									
ADJACENT COLLOCATION																
	Adjacent Collocation-Space Charge per sq ft			CLOAC	PE1JA	0.0173										
	Adjacent Collocation-Electrical Facility Charge per Linear ft			CLOAC	PE1JC	5.35										
	Adjacent Collocation-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0258	24.68	23.68	12.14	10.95						
	Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0515	24.88	23.82	12.77	11.46						
	Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.37	44.23	31.98	12.81	11.57						
	Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	18.61	41.93	30.51	14.75	11.83						
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	3.15	41.93	30.51	14.76	11.84						
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	6.02	51.29	39.87	19.41	16.49						
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		3,165.50									
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.44										
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.88										
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.32										
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.68										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		617.78		338.89							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67										
	Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		26.29									
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		232.64									
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.42									
	Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		33.98	21.53								

COLLOCATION - Kentucky														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		44.26	27.81								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		54.54	34.09								
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 sq ft			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		2,419.86		1.01							
		Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		1,729.11		45.16							
		Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	7.99										
		Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	8.06										
		Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.38										
		Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95						
		Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46						
		Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	3.80	41.94	30.51	14.76	11.84						
		Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	7.59	51.29	39.87	19.41	16.49						
		Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	1.48	44.23	31.98	12.81	11.57						
		Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	18.89	41.93	30.51	14.75	11.83						
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.003										
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045										
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.55									
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.55									
		Virtual Collocation Cable Records-per request			AMTFS	VE1BA		1,524.45	980.01	267.02							
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.37		379.70							
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		9.65		11.84							
		Virtual Collocation Cable Records -DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54							

COLLOCATION - Kentucky														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis			OSS Rates ($)			
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		15.81		19.39							
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63		154.85							
		Virtual collocation-Security Escort-Basic, per half hr			AMTFS	SPTBX		33.98	21.53								
		Virtual collocation-Security Escort-Overtime, per half hr			AMTFS	SPTOX		44.26	27.81								
		Virtual collocation-Security Escort-Premium, per half hr			AMTFS	SPTPX		54.54	34.09								
		Virtual collocation-Maintenance in CO-Basic, per half hr			AMTFS	CTRLX		56.07	21.53								
		Virtual collocation-Maintenance in CO-Overtime, per half hr			AMTFS	SPTOM		73.23	27.81								
		Virtual collocation-Maintenance in CO-Premium per half hr			AMTFS	SPTPM		90.39	34.09								

COLLOCATION - Kentucky														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																
	Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.0309	24.68	23.68	12.14	10.95						
	Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.0309	24.68	23.68	12.14	10.95						
	Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.0309	24.68	23.68	12.14	10.95						
	Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.0309	24.68	23.68	12.14	10.95						
	Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.0309	24.68	23.68	12.14	10.95						
	Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.0309	24.68	23.68	12.14	10.95						
	Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	1.48	44.23	31.98	12.81	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.															

COLLOCATION - Louisiana

Attachment: 4 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring D		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.0318	11.94	11.46								
	Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.0318	11.94	11.46								
	Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.0318	11.94	11.46								
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.0318	11.94	11.46								
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.0318	11.94	11.46								
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.0318	11.94	11.46								
	Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.0636	12.04	11.53								
PHYSICAL COLLOCATION																
	Physical Collocation-Initial Application Fee			CLO	PE1BA		1,837.24									
	Physical Collocation-Subsequent Application Fee			CLO	PE1CA		1,533.41									
	Physical Collocation Administrative Only-Application Fee			CLO	PE1BL		741.97									
	Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		583.33									
	Physical Collocation-Space Preparation-CO Modification per sq ft			CLO	PE1SK	2.31										
	Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft			CLO	PE1SL	2.70										
	Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage			CLO	PE1SM	91.60										
	Physical Collocation-Cable Installation, Pricing, NRC charge, per Entrance Cable			CLO	PE1BD		841.54									
	Physical Collocation-Floor Space, per sq ft			CLO	PE1PJ	5.30										
	Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.31										
	Physical Collocation-Power, -48V DC Power-per Fused Amp	I		CLO	PE1PL	8.32										
	Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		398.76									
	Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker			CLO	PE1F8	5.45										
	Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker			CLO	PE1FD	10.92										
	Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.37										
	Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.80										
	Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.0318	11.94	11.46								
	Physical Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.0636	12.04	11.53								
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1P1	1.04	21.39	15.47								
	Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	PE1P3	13.21	20.28	14.76								
	Physical Collocation-2-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	2.62	20.28	14.76								
	Physical Collocation-4-Fiber Cross-Connect			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	4.65	24.81	19.29								
	Physical Collocation-Space enclosure, welded wire, first 100 sq ft			CLO	PE1BW	184.50										

COLLOCATION - Louisiana														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring D		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft			CLO	PE1CW	18.10										
	Physical Collocation-Security Access System-Security System per CO			CLO	PE1AY	0.0224										
	Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0579	27.50									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.74									
	Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64									
	Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		13.01									
	Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01									
	Physical Collocation-Space Availability Report, per CO Requested			CLO	PE1SR		1,044.07									
	Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.43									
	Recurring Collocation Cable Records-per request			CLO	PE1CU	10.97										
	Recurring Collocation Cable Records-VG/DS0 Cable, per cable record			CLO	PE1CE	5.29										
	Recurring Collocation Cable Records-VG/DS0 Cable, per each 100 pr			CLO	PE1CT	0.08										
	Recurring Collocation Cable Records-DS1, per T1TIE			CLO	PE1C2	0.04										
	Recurring Collocation Cable Records-DS3, per T3TIE			CLO	PE1C4	0.13										
	Recurring Collocation Cable Records-Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37										
	Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		16.44	10.42								
	Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		21.41	13.45								
	Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		26.38	16.49								
	Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		33.00									
	Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		23.00									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
	Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
	Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
	Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable prs or fraction thereof			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	0.0015										
	Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.30									

COLLOCATION - Louisiana

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring D		OSS Rates ($)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,358.81	42.653								
	Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.074									
	Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,163.609	42.653								
	Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.23									
	Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		596.35		1.22							
	Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		836.18		1.22							
	Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		1,061.00		1.22							
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		534.79									
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		534.79									
ADJACENT COLLOCATION																
	Adjacent Collocation-Space Charge per sq ft			CLOAC	PE1JA	0.0552										
	Adjacent Collocation-Electrical Facility Charge per Linear ft			CLOAC	PE1JC	5.61										
	Adjacent Collocation-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0245	11.94	11.46								
	Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0491	12.04	11.53								
	Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	0.9605	21.39	15.47								
	Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	13.01	20.28	14.76								
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	2.20	20.28	14.76								
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	4.21	24.81	19.29								
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		1,543.20									
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.45										
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.92										
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.37										
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.80										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		298.80									
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	225.39										
	Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		13.01									
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		112.52									
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.47									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.21									
	Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		16.44	10.42								
	Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		21.41	13.45								
	Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		26.38	16.49								
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 sq ft			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																

COLLOCATION - Louisiana

Attachment: 4

Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring D		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation-Application Fee			AMTFS	EAF		1,770.40									
	Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		841.54									
	Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	3.20										
	Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	8.32										
	Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	16.02										
	Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0296	11.94	11.46								
	Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0591	12.04	11.53								
	Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	2.65	20.29	14.76								
	Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	5.31	24.81	19.29								
	Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	1.04	21.39	15.47								
	Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	13.21	20.28	14.76								
	Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.0024										
	Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0036										
	Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		534.79									
	Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		534.79									
	Virtual Collocation Cable Records-per request			AMTFS	VE1BA	10.97										
	Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB	5.29										
	Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC	0.08										
	Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD	0.04										
	Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE	0.13										
	Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF	1.37										
	Virtual collocation-Security Escort-Basic, per half hr			AMTFS	SPTBX		16.44	10.42								
	Virtual collocation-Security Escort-Overtime, per half hr			AMTFS	SPTOX		21.41	13.45								
	Virtual collocation-Security Escort-Premium, per half hr			AMTFS	SPTPX		26.38	16.49								
	Virtual collocation-Maintenance in CO-Basic, per half hr			AMTFS	CTRLX		27.12	10.42								
	Virtual collocation-Maintenance in CO-Overtime, per half hr			AMTFS	SPTOM		35.42	13.45								
	Virtual collocation-Maintenance in CO-Premium per half hr			AMTFS	SPTPM		43.72	16.49								
VIRTUAL COLLOCATION																
	Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.0296	11.94	11.46								

COLLOCATION - Louisiana														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring D		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.0296	11.94	11.46								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.0296	11.94	11.46								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.0296	11.94	11.46								
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.0296	11.94	11.46								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.0296	11.94	11.46								
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.0591	12.04	11.53								
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Mississippi														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.0576	12.47	11.94	6.59	5.91						
PHYSICAL COLLOCATION																
	Physical Collocation-Initial Application Fee			CLO	PE1BA		1,890.38									
	Physical Collocation-Subsequent Application Fee			CLO	PE1CA		1,575.69									
	Physical Collocation Administrative Only-Application Fee			CLO	PE1BL		740.76									
	Physical Collocation-Space Preparation-Firm Order Processing	I		CLO	PE1SJ		604.19									
	Physical Collocation-Space Preparation-CO Modification per sq ft	I		CLO	PE1SK	2.30										
	Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft	I		CLO	PE1SL	2.52										
	Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	85.67										
	Physical Collocation-Cable Installation, Pricing, NRC charge, per Entrance Cable			CLO	PE1BD		926.27		22.62							
	Physical Collocation-Floor Space, per sq ft			CLO	PE1PJ	5.74										
	Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.42										
	Physical Collocation-Power, -48V DC Power-per Fused Amp	I		CLO	PE1PL	7.33										
	Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		398.76									
	Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker	I		CLO	PE1FB	5.29										
	Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker	I		CLO	PE1FD	10.58										
	Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FE	15.87										
	Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FG	36.65										
	Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.0576	12.47	11.94	6.59	5.91						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1P1	1.14	22.16	16.02	6.60	5.97						
	Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	PE1P3	14.49	21.01	15.29	7.61	6.10						
	Physical Collocation-2-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	2.87	21.01	15.29	7.61	6.10						
	Physical Collocation-4-Fiber Cross-Connect			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	5.10	25.70	19.97	10.01	8.50						

COLLOCATION - Mississippi														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR		Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)						
							First	Add'l	First	Add'l	SOMEC	SOMAN		SOMAN		SOMAN	SOMAN
	Physical Collocation-Space enclosure, welded wire, first 100 sq ft			CLO	PE1BW	183.20											
	Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft			CLO	PE1CW	17.97											
	Physical Collocation-Security Access System, Security System, per CO, per sq ft	I		CLO	PE1AX	75.23											
	Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State	I		CLO	PE1A1	0.0576	27.95										
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card	I		CLO	PE1AA		7.84										
	Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91										
	Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		13.17										
	Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17										
	Physical Collocation-Space Availability Report, per CO Requested	I		CLO	PE1SR		1,081.40										
	Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.41										
	Physical Collocation-Cable Records, per request			CLO	PE1CR		763.69	490.94	133.77								
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		328.81		190.22								
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pr			CLO	PE1CO		4.84		5.93								
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.27		2.78								
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.92		9.72								
	Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.98		77.58								
	Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		17.02	10.79									
	Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		22.17	13.94									
	Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		27.32	17.08									
	Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		33.00										
	Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00										
	Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00										
	Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00										
	Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		23.00										
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00										
	Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00										
	Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00										
	Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable prs or fraction thereof			CLO	PE1B7		592.00										
	Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.001											

COLLOCATION - Mississippi

Attachment: 4 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0015										
	Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.13									
	Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,265.629	42.641								
	Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.069									
	Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,070.484	42.641								
	Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.228									
	Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		597.34		1.22							
	Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		837.57		1.22							
	Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		1,063.00		1.22							
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		534.65									
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		534.65									
ADJACENT COLLOCATION																
	Adjacent Collocation-Space Charge per sq ft			CLOAC	PE1JA	0.0678										
	Adjacent Collocation-Electrical Facility Charge per Linear ft			CLOAC	PE1JC	4.68										
	Adjacent Collocation-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0223	12.37	11.87	6.04	5.45						
	Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0446	12.47	11.94	6.59	5.91						
	Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.05	22.16	16.02	6.60	5.97						
	Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	14.27	21.01	15.29	7.61	6.10						
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	2.42	21.01	15.29	7.61	6.10						
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	4.62	25.70	19.97	10.01	8.50						
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		1,585.83									
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.29										
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.58										
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.87										
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	36.65										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		309.48		168.63							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	210.05										
	Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		13.17									
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		116.54									
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.77									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.14									
	Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		17.02	10.79								
	Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		22.17	13.94								
	Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		27.32	17.08								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																

COLLOCATION - Mississippi														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation-Real Estate, per sq ft			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		1,212.25		0.51							
	Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		926.27		22.62							
	Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	5.74										
	Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	7.33										
	Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	15.24										
	Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0268	12.37	11.87	6.04	5.45						
	Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91						
	Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	2.91	21.01	15.29	7.61	6.10						
	Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	5.82	25.70	19.97	10.01	8.50						
	Virtual Collocation-Special Access & UNE, cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	1.14	22.16	16.02	6.60	5.97						
	Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	14.49	21.01	15.29	7.61	6.10						
	Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.0025										
	Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0037										
	Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		534.65									
	Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		534.65									
	Virtual Collocation Cable Records-per request			AMTFS	VE1BA		763.69	490.94	133.77							
	Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		328.81		190.22							
	Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		4.84		5.93							
	Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		2.27		2.78							
	Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		7.92		9.72							
	Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.98		77.58							
	Virtual collocation-Security Escort-Basic, per half hr			AMTFS	SPTBX		17.02	10.79								
	Virtual collocation-Security Escort-Overtime, per half hr			AMTFS	SPTOX		22.17	13.94								
	Virtual collocation-Security Escort-Premium, per half hr			AMTFS	SPTPX		27.32	17.08								

COLLOCATION - Mississippi															Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis			OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation-Maintenance in CO-Basic, per half hr			AMTFS	CTRLX		28.09	10.79								
		Virtual collocation-Maintenance in CO-Overtime, per half hr			AMTFS	SPTOM		36.69	13.94								
		Virtual collocation-Maintenance in CO-Premium per half hr			AMTFS	SPTPM		45.28	17.08								

COLLOCATION - Mississippi															Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)						
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																		
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.0268	12.37	11.87	6.04	5.45							
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.0268	12.37	11.87	6.04	5.45							
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.0268	12.37	11.87	6.04	5.45							
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.0268	12.37	11.87	6.04	5.45							
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.0268	12.37	11.87	6.04	5.45							
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.0268	12.37	11.87	6.04	5.45							
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.0536	12.47	11.94	6.59	5.91							
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																	

COLLOCATION - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Increr Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.32	41.78	39.23								
	Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.32	41.78	39.23								
	Physical Collocation 2W Cross Connect, Exchange Port 2W Voice Grade PBX Trunk-Res			UEPSE	PE1R2	0.32	41.78	39.23								
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.32	41.78	39.23								
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.32	41.78	39.23								
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.32	41.78	39.23								
	Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.64	41.91	39.25								
PHYSICAL COLLOCATION																
	Physical Collocation-Initial Application Fee	I		CLO	PE1BA		2,322.00									
	Physical Collocation-Subsequent Application Fee			CLO	PE1CA		2,311.00									
	Physical Collocation Administrative Only-Application Fee			CLO	PE1BL		741.44									
	Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		1,196.00									
	Physical Collocation-Space Preparation-C.O. Modification per square ft.	I		CLO	PE1SK	2.42										
	Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per square foot	I		CLO	PE1SL	2.88										
	Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	97.98										
	Space Preparation Fees-Power Per Nominal -48V Dc Amp	I		CLO	PE1FH	5.76										
	Physical Collocation-Cable Installation, Pricing, non-recurring charge, per Entrance Cable	I		CLO	PE1BD		1,701.00									
	Physical Collocation-Floor Space, per sq feet	I		CLO	PE1PJ	4.77										
	Physical Collocation-Cable Support Structure, per Entrance Cable	I		CLO	PE1PM	20.57										
	Physical Collocation-Power, -48V DC Power-per Fused Amp	I		CLO	PE1PL	7.65										
	Physical Collocation-Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		399.13									
	Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker	I		CLO	PE1FB	5.50										
	Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker	I		CLO	PE1FD	11.01										
	Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker	I		CLO	PE1FE	16.51										
	Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker	I		CLO	PE1FG	38.12										
	Physical Collocation-2W cross-connect, loop, provisioning	I		UEANL,UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0309	33.53	31.65								
	Physical Collocation-4W cross-connect, loop, provisioning	I		UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0618	33.67	31.70								
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning	I		WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.38	52.87	39.86								
	Physical Collocation-DS3 Cross-Connect, provisioning	I		UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	17.62	51.97	38.59								
	Physical Collocation-2-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.50	51.97	38.59								

Physical Collocation-4-Fiber Cross-Connect	I		ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.20	64.53	51.15							
Physical Collocation-Space enclosure, welded wire, first 100 square feet	I		CLO	PE1BW		559.81								
Physical Collocation-Space enclosure, welded wire, each addl 50 sq ft	I		CLO	PE1CW		25.37								
Physical Collocation-Security Access System-Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0135									
Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State	I		CLO	PE1A1	0.0622	15.00								
Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card	I		CLO	PE1AA		15.51								
Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		15.00								
Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		15.00								
Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per			CLO	PE1AL		15.00								
Physical Collocation-Space Availability Report, per Central Office	I		CLO	PE1SR		2,140.00	2,140.00							
Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.48								
Physical Collocation-Cable Records, per request			CLO	PE1CR		1,458.00	937.00	245.00	245.00					
Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		622.69	622.69	346.35	346.35					
Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		8.77	8.77	10.32	10.32					
Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.35	4.35	5.11	5.11					
Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.22	15.22	17.90	17.90					
Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		163.61	163.61	143.32	143.32					
Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hour			CLO	PE1BT		33.68	21.34							
Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		43.87	27.57							
Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hour			CLO	PE1PT		54.06	33.80							
Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		151.88								
Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		151.88								
Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		145.12								
Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		145.12								
Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		151.88								
Physical Collocation Virtual to Physical Collocation In-Place, Per DSO			CLO	PE1BP		151.88								
Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		145.12								
Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		145.12								
Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00								
Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0028									
Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0041									
Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		317.20								
Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,167.175	42.68							
Physical Collocation-Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.086								
Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		971.852	42.68							
Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.234								
Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		269.83		1.15						
Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		493.40		1.15						
Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		10.12		1.15						
Physical Collocation-Application Cost-Major Augment			CLO			2,343.00		1.15						
Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		532.72								
Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		532.72								

ADJACENT COLLOCATION																
	Adjacent Collocation-Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555										
	Adjacent Collocation-Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.78										
	Adjacent Collocation-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0239	33.53	31.65								
	Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0477	33.67	31.70								
	Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.28	52.87	39.86								
	Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	17.35	51.97	38.59								
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	2.94	51.97	38.59								
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	5.62	64.53	51.15								
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		2,266.00		0.5842							
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.50										
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.01										
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.51										
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.12										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		589.38		258.38							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	218.07										
	Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		15.00									
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		215.55									
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.65									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		232.94									
	Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hour			CLORS	PE1BT		33.68	21.34								
	Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		43.87	27.57								
	Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hour			CLORS	PE1PT		54.06	33.80								
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		1,195.00		1.15							
	Virtual Collocation Administrative Only-Application Fee	I		AMTFS	VE1AF		741.44									
	Virtual Collocation-Cable Installation Charge, per cable			AMTFS	ESPCX		1,701.00									
	Virtual Collocation-Floor Space, per sq. ft.			AMTFS	ESPVX	4.77										
	Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	7.65										
	Virtual Collocation-Cable Support Structure, per cable			AMTFS	ESPSX	13.28										
	Virtual Collocation- 2W cross-connect, loop, provisioning			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0225	33.53	31.65								
	Virtual Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0449	33.67	31.70								
	Virtual Collocation-2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	1.96	51.97	38.59								
	Virtual Collocation-4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	3.93	64.53	51.15								
	Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	0.4195	52.87	39.86								

		Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.41	51.97	38.59							
		Virtual Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0028									
		Virtual Collocation-Co-Carrier Cross Connects/Direct Connect-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0041									
		Virtual Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		532.72								
		Virtual Collocation-Co-Carner Cross Connects/Direct Connect-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		532.72								
		Virtual Collocation Cable Records- per request			AMTFS	VE1BA		1,458.00	937.29	245.00	245.00					
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		622.69	622.69	346.35	346.35					
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		8.77	8.77	10.32	10.32					
		Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		4.35	4.35	5.11	5.11					
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		15.22	15.22	17.90	17.90					
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		163.61	163.61	143.32	143.32					
		Virtual collocation-Security escort, basic time, normally scheduled work			AMTFS	SPTBX		33.68	21.34							
		Virtual collocation-Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		43.87	27.57							
		Virtual collocation-Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.06	33.80							
		Virtual collocation-Maintenance in CO-Basic, per half hour			AMTFS	CTRLX		52.03	21.22							
		Virtual collocation-Maintenance in CO-Overtime, per half hour			AMTFS	SPTOM		69.48	27.81							
		Virtual collocation-Maintenance in CO-Premium per half hour			AMTFS	SPTPM		86.94	34.40							
		Virtual Collocation-Request Resend of CFA Information, per CLLI			AMTFS	VE1QR		77.48								
		Virtual Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		317.20								
VIRTUAL COLLOCATION																
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.09	41.78	39.23							
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.09	41.78	39.23							
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-			UEPSE	VE1R2	0.09	41.78	39.23							
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.09	41.78	39.23							
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.09	41.78	39.23							
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.09	41.78	39.23							
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.18	41.91	39.25							
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - South Carolina														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.0341	12.32	11.83	6.04	5.45						
	Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.0341	12.32	11.83	6.04	5.45						
	Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.0341	12.32	11.83	6.04	5.45						
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.0341	12.32	11.83	6.04	5.45						
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.0341	12.32	11.83	6.04	5.45						
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.0341	12.32	11.83	6.04	5.45						
	Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	1.12	22.08	15.96	6.42	5.80						
PHYSICAL COLLOCATION																
	Physical Collocation-Initial Application Fee			CLO	PE1BA		1,883.67									
	Physical Collocation-Subsequent Application Fee			CLO	PE1CA		1,570.10									
	Physical Collocation Administrative Only-Application Fee			CLO	PE1BL		743.66									
	Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		602.05									
	Physical Collocation-Space Preparation-CO Modification per sq ft			CLO	PE1SK	2.75										
	Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft			CLO	PE1SL	3.24										
	Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.16										
	Physical Collocation-Cable Installation, Pricing, NRC charge, per Entrance Cable			CLO	PE1BD		794.22		22.54							
	Physical Collocation-Floor Space, per sq ft			CLO	PE1PJ	3.95										
	Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	21.33										
	Physical Collocation-Power, -48V DC Power-per Fused Amp			CLO	PE1PL	9.19										
	Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		400.33									
	Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker			CLO	PE1FB	5.67										
	Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker			CLO	PE1FD	11.36										
	Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	17.03										
	Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	39.33										
	Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.0341	12.32	11.83	6.04	5.45						
	Physical Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1P1	1.12	22.08	15.96	6.42	5.80						
	Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	PE1P3	14.21	20.94	15.23	7.39	5.93						
	Physical Collocation-2-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	2.82	20.94	15.23	7.40	5.93						
	Physical Collocation-4-Fiber Cross-Connect			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	5.01	25.61	19.90	9.73	8.26						

COLLOCATION - South Carolina														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation-Space enclosure, welded wire, first 100 sq ft			CLO	PE1BW	219.19										
	Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft			CLO	PE1CW	21.50										
	Physical Collocation-Security Access System, Security System, per CO, per sq ft			CLO	PE1AX	74.72										
	Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0601	27.85									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81									
	Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83									
	Physical Collocation-Security Access-initial Key, per Key			CLO	PE1AK		13.13									
	Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13									
	Physical Collocation-Space Availability Report, per CO Requested			CLO	PE1SR		1,077.57									
	Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.71									
	Physical Collocation-Cable Records, per request			CLO	PE1CR		760.98	489.20	133.29							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pr			CLO	PE1CO		4.82		5.91							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.26		2.77							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.90		9.68							
	Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.68		77.30							
	Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		16.96	10.75								
	Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		22.10	13.89								
	Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		27.23	17.02								
	Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		33.00									
	Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		23.00									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
	Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
	Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
	Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable prs or fraction thereof			CLO	PE1B7		592.00									
	Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.001										

COLLOCATION - South Carolina														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0015										
	Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.42									
	Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,136.597	42.808								
	Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.14									
	Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		940.686	42.808								
	Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.256									
	Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		594.27		1.21							
	Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		833.26		1.21							
	Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21							
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	1		CLO	PE1DU		536.56									
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	1		CLO	PE1DV		536.56									
ADJACENT COLLOCATION																
	Adjacent Collocation-Space Charge per sq ft			CLOAC	PE1JA	0.0939										
	Adjacent Collocation-Electrical Facility Charge per Linear ft			CLOAC	PE1JC	6.40										
	Adjacent Collocation-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0264	12.32	11.83	6.04	5.45						
	Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0527	12.42	11.90	6.40	5.74						
	Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.03	22.08	15.96	6.42	5.80						
	Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	14.00	20.94	15.23	7.39	5.93						
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	2.37	20.94	15.23	7.40	5.93						
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	4.53	25.61	19.90	9.73	8.26						
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		1,580.20									
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.67										
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.36										
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.03										
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	39.33										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		308.38		168.60							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	246.44										
	Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		13.13									
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		116.13									
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.50									
	Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		16.96	10.75								
	Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		22.10	13.89								
	Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		27.23	17.02								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																

COLLOCATION - South Carolina														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation-Real Estate, per sq ft			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		1,207.95		0.51							
	Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		794.22		22.54							
	Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	3.95										
	Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	9.19										
	Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66										
	Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45						
	Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74						
	Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	2.86	20.94	15.23	7.40	5.93						
	Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	5.71	25.61	19.90	9.73	8.26						
	Virtual collocation-Special Access & UNE,cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	1.12	22.08	15.96	6.42	5.80						
	Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93						
	Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.0022										
	Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0033										
	Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		536.56									
	Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		536.56									
	Virtual Collocation Cable Records-per request			AMTFS	VE1BA		760.98	489.20	133.29							
	Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65		189.54							
	Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		4.82		5.91							
	Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		2.26		2.77							
	Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		7.90		9.68							
	Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68		77.30							
	Virtual collocation-Security Escort-Basic, per half hr			AMTFS	SPTBX		16.96	10.75								
	Virtual collocation-Security Escort-Overtime, per half hr			AMTFS	SPTOX		22.10	13.89								
	Virtual collocation-Security Escort-Premium, per half hr			AMTFS	SPTPX		27.23	17.02								

COLLOCATION - South Carolina															Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)						
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation-Maintenance in CO-Basic, per half hr			AMTFS	CTRLX		27.99	10.75								
		Virtual collocation-Maintenance in CO-Overtime, per half hr			AMTFS	SPTOM		36.56	13.89								
		Virtual collocation-Maintenance in CO-Premium per half hr			AMTFS	SPTPM		45.12	17.02								

COLLOCATION - South Carolina														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																
	Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.0317	12.32	11.83	6.04	5.45						
	Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.0317	12.32	11.83	6.04	5.45						
	Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.0317	12.32	11.83	6.04	5.45						
	Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.0317	12.32	11.83	6.04	5.45						
	Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.0317	12.32	11.83	6.04	5.45						
	Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.0317	12.32	11.83	6.04	5.45						
	Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	1.12	22.08	15.96	6.42	5.80						
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - Tennessee

Attachment: 4 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
PHYSICAL COLLOCATION																
	Physical Collocation-Cageless-Application Fee			CLO	PE1CH		2,633.00									
	Physical Collocation Administrative Only-Application Fee	I		CLO	PE1BL		743.25									
	Physical Collocation-Space Preparation-Firm Order Processing	I		CLO	PE1SJ		1,204.00									
	Physical Collocation-Space Preparation-CO Modification per sq ft	I		CLO	PE1SK	2.74										
	Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft	I		CLO	PE1SL	2.95										
	Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	100.14										
	Physical Collocation-Cageless-Cable Installation Cost, per cable			CLO	PE1ZA		1,749.00									
	Physical Collocation-Cageless-Floor Space, per sq ft			CLO	PE1ZB	3.91										
	Physical Collocation-Floor Space, per sq ft	I		CLO	PE1PJ	5.94										
	Physical Collocation-Cageless-Cable Support Structure, per Entrance			CLO	PE1CJ	17.87										
	Physical Collocation-Cable Support Structure, per Entrance Cable	I		CLO	PE1PM	19.80										
	Physical Collocation-Cageless-Power, per Fused Amp			CLO	PE1ZC	6.79										
	Physical Collocation-Power, -48V DC Power-per Fused Amp	I		CLO	PE1PL	8.87										
	Physical Collocation-Power Reduction Only, Application Fee	I		CLO	PE1PR		400.10									
	Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker	I		CLO	PE1FB	5.60										
	Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker	I		CLO	PE1FD	11.22										
	Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker	I		CLO	PE1FE	16.82										
	Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker	I		CLO	PE1FG	38.84										
	Physical Collocation-2W cross-connect, loop, provisioning	I		UEANL,UEQ,UNLDX,UNCNX	PE1P2	0.033	33.82	31.92								
	Physcial Collocation-Cageless-2W Cross-Connects			UEANL,UEQ,UNLDX,UNCNX	PE1ZD	0.57	11.62	9.90	10.38	8.66						
	Physical Collocation-4W cross-connect, loop, provisioning	I		UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.066	33.94	31.95								
	Physical Collocation-Cageless-4W Cross Connects			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1ZE	0.57	11.81	10.04	10.44	8.67						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning	I		UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEPDX	PE1P1	1.51	53.27	40.16								
	Physical Collocation-Cageless-DS1 Cross Connects			UEANL,UEQ,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UDL,UEPEX,UEP	PE1ZF	1.32	32.22	17.76	10.46	8.75						
	Physical Collocation-DS3 Cross-Connect, provisioning	I		UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	PE1P3	19.26	52.37	38.89								
	Physcial Collocation-Cageless-DS3 Cross Connects			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3	PE1ZG	12.32	29.97	16.30	12.03	8.99						

COLLOCATION - Tennessee														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation-2-Fiber Cross-Connect	I		CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	15.64	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
	Physical Collocation-Cageless-2 Fiber Cross Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1CK	3.03	41.56	29.82	12.96	10.34						
	Physical Collocation-4-Fiber Cross-Connect	I		ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	28.11	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Physical Collocation-Cageless-4-Fiber Cross-Connect			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1CL	6.06	50.53	38.78	16.97	14.35						
	Physical Collocation-Space enclosure, welded wire, first 100 sq ft	I		CLO	PE1BW	218.53										
	Physical Collocation-Space enclosure, welded wire, each add'l 50 sq ft	I		CLO	PE1CW	21.44										
	Physical Collocation-Security Access System-Security System per CO	I		CLO	PE1AX	55.99										
	Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State	I		CLO	PE1A1	0.059	55.67									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61									
	Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64									
	Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		26.24									
	Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24									
	Physical Collocation-Space Availability Report, per CO Requested			CLO	PE1SR		2,027.00	2,154.00								
	Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.67									
	Physical Collocation-Cable Records, per request	I		CLO	PE1CR		1,711.00									
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)	I		CLO	PE1CD		925.06									
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pr	I		CLO	PE1CO		18.05									
	Physical Collocation, Cable Records, DS1, per T1 TIE	I		CLO	PE1C1		8.45									
	Physical Collocation, Cable Records, DS3, per T3 TIE	I		CLO	PE1C3		29.57									
	Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)	I		CLO	PE1CB		279.42									
	Physical Collocation-Cageless-Security Escort-Basic, per Half hr			CLO	PE1ZM		33.15	20.44								
	Physical Collocation-Cageless-Security Escort-Overtime, per Half hr			CLO	PE1ZN		41.50	25.61								
	Physical Collocation-Cageless-Security Escort-Premium, per Half hr			CLO	PE1ZO		49.86	30.79								
	Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLO	PE1BT		33.91	21.49								
	Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLO	PE1OT		44.17	27.76								
	Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLO	PE1PT		54.42	34.02								
	Physical Collocation-Virtual to Physical Collocation Relocation, per VG 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									
	Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit	I		CLO	PE1B3		52.00									
	Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit	I		CLO	PE1BR		23.00									

COLLOCATION - Tennessee														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO 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 prs or fraction thereof	I		CLO	PE1B7		592.00									
	Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PE1AC	16.16	2,903.66									
	Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32										
	Physical Collocation, Caged Collocation-Space Prep-Power Cable, 40 AMP, includes 20 AMP A and B Feed			CLO	PE1SN		142.40									
	Physical Collocation, Caged Collocation-Space Prep-Power Cable, 100 AMP, includes 50 AMP A and B Feed			CLO	PE1SO		185.72									
	Physical Collocation, Caged Collocation-Space Prep-Power Cable, 200 AMP, includes 100 AMP A and B Feed			CLO	PE1SP		242.05									
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq ft			CLO	PE1S1	110.97										
	Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq ft			CLO	PE1S5	55.49										
	Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft			CLO	PE1CP	0.0156										
	Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ	2.56	944.27									
	Physical Caged Collocation-Floor Space-Land & Buildings, per sq ft			CLO	PE1FS	5.94										
	Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1CS	21.47										
	Physical Caged Collocation-Power-Power Construction, per amp DC plant			CLO	PE1PN	3.55										
	Physical Caged Collocation-Power-Power Consumption,per amp AC usage			CLO	PE1PO	2.03										
	Physical Caged Collocation-2W Cross Connects-VG ckts, per ckt.			UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,U LDS1,UNLD3,UDL	PE12C	0.0475	7.68									
	Physical Caged Collocation-4W Cross Connects-VG Ckts, per ckt.			UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,U LDS1,UNLD3,UDL	PE14C	0.0475	7.68									
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,U LDS1,UNLD3,UDL	PE11S	7.68	41.65									
	Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,U LDS1,UNLD3,UDL	PE11X	0.38	41.65									
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,U LDS1,UNLD3,UDL	PE13S	53.96	298.03									
	Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,U LDS1,UNLD3,UDL	PE13X	9.32	298.03									
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10									
	Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.0013										
	Physical Collocation-Cageless-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			CLO	PE1ZH	0.0031										
	Physical Collocation-Cageless-Co-Carrier Cross Connects- Fiber Cable Support Structure, per cable			CLO	PE1ZK		555.03									

COLLOCATION - Tennessee														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0019										
	Physical Collocation-Cageless-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			CLO	PE1ZJ	0.0045										
	Physical Collocation-Cageless-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			CLO	PE1ZL		555.03									
	Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		585.09									
	Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,279.91	42.784								
	Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.13									
	Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,084.11	42.784								
	Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.252									
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		555.03									
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		555.03									
ADJACENT COLLOCATION																
	Adjacent Collocation-Space Charge per sq ft			CLOAC	PE1JA	0.0656										
	Adjacent Collocation-Electrical Facility Charge per Linear ft			CLOAC	PE1JC	5.53										
	Adjacent Collocation-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.34	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12
	Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	1.12
	Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12	1.12
	Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	19.03	26.23	15.51	13.40	10.77			1.77	1.77	1.12	1.12
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	3.49	26.23	15.51	13.41	10.78			1.77	1.77	1.12	1.12
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	6.50	29.75	19.02	17.60	14.97			1.77	1.77	1.12	1.12
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		2,973.00									
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.81										
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.64										
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.45										
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	40.30										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		24.69									
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		218.49									
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
	Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hr			CLORS	PE1BT		33.91	21.49								
	Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hrs on a scheduled work day, per half hr			CLORS	PE1OT		44.17	27.76								
	Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hr			CLORS	PE1PT		54.42	34.02								
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 sq ft			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		2,633.00						2.07	2.81	0.67	1.41
	Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		1,749.00						2.07	2.81	0.67	1.41

COLLOCATION - Tennessee														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation-Floor Space, per sq ft			AMTFS	ESPVX	3.91										
	Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	6.79										
	Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.87										
	Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
	Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81	0.67	1.41
	Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
	Virtual Collocation-4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
	Virtual collocation-Special Acess & UNE, cross-connect per DS3			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41
	Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.0031										
	Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045										
	Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		555.03						2.07	2.81	0.67	1.41
	Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		555.03						2.07	2.81	0.67	1.41
	Virtual Collocation Cable Records-per request			AMTFS	VE1BA		1,711.00									
	Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06									
	Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		18.05									
	Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		8.45									
	Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		29.57									
	Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42									
	Virtual collocation-Security Escort-Basic, per half hr			AMTFS	SPTBX		33.15						2.07	2.81	0.67	1.41
	Virtual collocation-Security Escort-Overtime, per half hr			AMTFS	SPTOX		41.50						2.07	2.81	0.67	1.41
	Virtual collocation-Security Escort-Premium, per half hr			AMTFS	SPTPX		49.86						2.07	2.81	0.67	1.41
	Virtual collocation-Maintenance in CO-Basic, per half hr			AMTFS	CTRLX		30.64						2.07	2.81	0.67	1.41
	Virtual collocation-Maintenance in CO-Overtime, per half hr			AMTFS	SPTOM		35.77						2.07	2.81	0.67	1.41
	Virtual collocation-Maintenance in CO-Premium per half hr			AMTFS	SPTPM		40.90						2.07	2.81	0.67	1.41

COLLOCATION - Tennessee														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis				OSS Rates ($)			
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
	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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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

1.1 During the term of this Agreement, where CLEC Carrier is utilizing its own switch, CLEC Carrier shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, CLEC Carrier 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 CLEC Carrier, BellSouth will provide CLEC Carrier with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. CLEC Carrier acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. CLEC Carrier 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 CLEC Carrier return unused intermediate numbers to BellSouth. CLEC Carrier 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 CLEC Carrier to designate up to 100 intermediate telephone numbers per rate center for CLEC Carrier's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. CLEC Carrier 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 forums.

2.2 End User Line Charge. Where CLEC Carrier subscribes to BellSouth's local switching, BellSouth shall bill and CLEC Carrier shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tari
This charge is not subject to the resale discount set forth in Attachment
Agreement.

2.3 To limit service outage, BellSouth and CLEC Carrier 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 CLEC Carrier.

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 CLEC Carrier 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 CLEC Carrier nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that CLEC Carrier can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide CLEC Carrier 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 CLEC Carrier and other CLECs in the aggregate.

1.2 BellSouth shall provision services during its regular working hours. To the extent CLEC Carrier 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 CLEC Carrier, BellSouth will not assess CLEC Carrier additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 BellSouth shall provide CLEC Carrier nondiscriminatory access to its OSS and the necessary information contained therein in order that CLEC Carrier 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 CLEC Carrier to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for CLEC Carrier'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 CLEC Carrier can perform the following pre-ordering functions: service address validation, telephone [illegible] selection, service and feature availability, due date information, custom [illegible]

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 CLEC Carrier 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. CLEC Carrier shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. CLEC Carrier shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, CLEC Carrier 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. CLEC Carrier 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 CLEC Carrier's access to customer record information. If a BellSouth audit of CLEC Carrier's access to customer record information reveals that CLEC Carrier is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to CLEC Carrier may take corrective action, including but not limited to suspending or terminating CLEC Carrier'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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrie
manage these electronic interfaces to include the development and intro

below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and CLEC Carrier 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 CLEC Carrier nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.

2.2 Change Management. BellSouth and CLEC Carrier 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 CLEC Carrier agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated herein by reference. The CCP 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 CLEC Carrier 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 CLEC Carrier will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, CLEC Carrier shall be required to submit a new service request. Incorrect or invalid requests returned to CLEC Carrier for correction or clarification will be held for thirty (30) calendar days. If CLEC Carrier does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.

3.2 Single Point of Contact. CLEC Carrier will be the single point of contact with BellSouth for ordering activity for network elements and other services used by CLEC Carrier 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. CLEC Carrier 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
CLEC Carrier to provide service to that End User and may reuse such

User. BellSouth will notify CLEC Carrier that such a request has been processed but will not be required to notify CLEC Carrier in advance of such processing.

3.2.1 Neither BellSouth nor CLEC Carrier 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 CLEC Carrier shall return a FOC to BellSouth within thirty-six (36) hours after CLEC Carrier's receipt from BellSouth of a valid LSR.

3.2.4 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 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 CLEC Carrier'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 IXC elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to CLEC Carrier, which has the billing relationship with that End User, and CLEC Carrier may pass such charge to the End User.

3.6 Cancellation Charges. If CLEC Carrier cancels a request for network e r
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 CLEC Carrier 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 CLEC Carrier 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, CLEC Carrier may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should CLEC Carrier 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 CLEC Carrier, 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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Rates ..... Exhibit A

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 CLEC Carrier 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 CLEC Carrier, CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier 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 CLEC Carrier, and CLEC Carrier 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 CLEC Carrier 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, CLEC Carrier 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 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, CLEC Carrier 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 CLEC Carrier.

1.2.1 OCN. If CLEC Carrier needs to change its OCN(s) under which it operates when CLEC Carrier has already been conducting business utilizing those OCN(s), CLEC Carrier shall bear all costs incurred by BellSouth to convert CLEC Carrier to the new OCN(s). OCN conversion charges include all time required to make system updates to all of CLEC Carrier'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 CLEC Carrier. CLEC Carrier shall make payment to BellSouth for all services billed. Payments made by CLEC Carrier to BellSouth as payment on account will be credited to CLEC Carrier's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between CLEC Carrier and CLEC Carrier's customer.

1.3 Payment Due. Payment, of undisputed amounts, 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 CLEC Carrier will not include those taxes or fees from which CLEC Carrier is exempt. CLEC Carrier will be solely responsible for th

computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the End User of CLEC Carrier.

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 GSST, Section B2 of the Private Line Service Tariff (PLST) or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, CLEC Carrier may be charged a fee for all returned checks as set forth in Section A2 of the GSST or pursuant to the applicable state law.

1.7 Discontinuing Service to CLEC Carrier. The procedures for discontinuing service to CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to CLEC Carrier 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 CLEC Carrier's account will affect a discontinuance of service to CLEC Carrier's End Users. BellSouth will reestablish service for CLEC Carrier upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. C Carrier is solely responsible for notifying the End User of the discontinu

service. If within fifteen (15) days after CLEC Carrier's service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, CLEC Carrier's service will be disconnected.

1.8 Deposit Policy. CLEC Carrier 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 CLEC Carrier. Any such security deposit shall in no way release CLEC Carrier from its obligation to make complete and timely payments of its bill. CLEC Carrier 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 CLEC Carrier'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 CLEC Carrier fails to remit to BellSouth any deposit requested pursuant to this Section, service to CLEC Carrier may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to CLEC Carrier's account(s). In the event CLEC Carrier defaults on its account, service to CLEC Carrier will be terminated in accordance with the terms of Section 1.7 above, and any security deposits will be applied to CLEC Carrier'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 CLEC Carrier, shall be forwarded to the individual and/or address provided by CLEC Carrier in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by CLEC Carrier 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 CLEC Carrier to BellSouth's billing organization, the notice of discontinuance of services purchased by CLEC Carrier 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 Centralize[illegible] e Distribution Service (CMDS) are set out in Exhibit A to this Attachmen[illegible] rate is identified in this Attachment, the rate for the specific service or fi[illegible] 1

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. CLEC Carrier shall report all billing disputes to BellSouth and BellSouth shall report all billing disputes to CLEC Carrier 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, including late payment charges and interest, 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 GSST for purposes of resale and for ports and non-designed loops, Section A2 of the GSST; for services purchased from the PLST for purposes of resale, Section B2 of the PLST; 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

3.4 CLEC Carrier must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, CLEC Carrier must request that BellSouth establish a unique hosted RAO code for CLEC Carrier. 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 CLEC Carrier that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. CLEC Carrier 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 CLEC Carrier.

3.7 All data received from CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier and will forward them to CLEC Carrier on a daily basis for processing.

3.10 Transmission of message data between BellSouth and CLEC Carrier 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 CLEC Carrier for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, CLEC Carrier will be responsible for ordering the circuit and coordinating the installation with BellSouth. CLEC Carrier 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 CLEC Carrier. Additionally, all message toll charges associated with the use of the dial circuit by CLEC Carrier will be the responsibility of CLEC Carrier. 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 CLEC Carrier end for the purpose of data transmission will be the responsibility of CLEC Carrier.

3.10.2 If CLEC Carrier utilizes Secure FTP for data file transmission, purchase of the Secure FTP software will be the responsibility of CLEC Carrier.

3.11 All messages and related data exchanged between BellSouth and CLEC Carrier will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.

3.12 CLEC Carrier 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 CLEC Carrier to send data to BellSouth more than sixty (60) days past the message date(s), CLEC Carrier will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or CLEC Carrier, 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 CLEC Carrier, the entire pack containing the affecte[illegible] 1 not be processed by BellSouth. BellSouth will notify CLEC Carrier of t[illegible]

CLEC Carrier 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, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier and the involved company(ies), unless that company is participating in NICS.

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

3.18.3 Once CLEC Carrier 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 CLEC Carrier. BellSouth will distribute copies of these reports to CLEC Carrier on a monthly basis.

3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of CLEC Carrier. BellSouth will distribute copies of these reports to CLEC Carrier on a monthly basis.

3.18.6 BellSouth will collect the revenue earned by CLEC Carrier from the Be
company in whose territory the messages are billed via CATS, less a pe
billing and collection fee of five cents ($0.05), on behalf of CLEC Carri

BellSouth will remit the revenue billed by CLEC Carrier 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 CLEC Carrier. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to CLEC Carrier via a monthly CABS miscellaneous bill.

3.18.7 BellSouth will collect the revenue earned by CLEC Carrier 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 CLEC Carrier. BellSouth will remit the revenue billed by CLEC Carrier 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 CLEC Carrier via a monthly CABS miscellaneous bill.

3.18.8 BellSouth and CLEC Carrier 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 CLEC Carrier, BellSouth will provide the Optional Daily Usage File (ODUF) service to CLEC Carrier pursuant to the terms and conditions set forth in this section.

4.2 CLEC Carrier shall furnish all relevant information required by BellSouth for the provision of 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 an CLEC Carrier customer.

4.4 Charges for ODUF will appear on CLEC Carrier's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. CLEC Carrier 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 CLEC Carrier will be the responsibility of CLEC Carrier. If, however, CLEC Carrier should encounter significant volumes of errored messages that prevent processing by CLEC Carrier within its systems, BellSouth will work with CLEC Carrier 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 CLEC Carrier:

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 CLEC Carrier.

4.7.1.4 In the event that CLEC Carrier detects a duplicate on ODUF they receive from BellSouth, CLEC Carrier 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 CLEC Carrier 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 CLEC Carrier for the purpose of data transmission as set forth in Section 3.10.1 above.

4.7.2.3 If CLEC Carrier utilizes Secure FTP for data file transmission, purchase of Secure FTP software will be the responsibility of CLEC Carrier.

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

The data will be packed using ATIS EMI records.

4.7.4 ODUF Pack Rejection. CLEC Carrier 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. CLEC Carrier will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CLEC Carrier by BellSouth.

4.7.5 ODUF Control Data. CLEC Carrier will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CLEC Carrier'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 CLEC Carrier for reasons stated in the above section.

4.7.6 ODUF Testing. Upon request from CLEC Carrier, BellSouth shall send ODUF test files to CLEC Carrier. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that CLEC Carrier set up a production (live) file. The live test may consist of CLEC Carrier's employees making test calls for the types of services CLEC Carrier requests on ODUF. These test calls are logged by CLEC Carrier, 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 CLEC Carrier, BellSouth will provide the Access Daily Usage File (ADUF) service to CLEC Carrier pursuant to the terms and conditions set forth in this section.

5.2 CLEC Carrier 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 CLEC Carrier has purchased from BellSouth

5.4 Charges for ADUF will appear on CLEC Carrier's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. CLEC Carrier 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 CLEC Carrier will be the responsibility of CLEC Carrier. If, however, CLEC Carrier should encounter significant volumes of errored messages that prevent processing by CLEC Carrier within its systems, BellSouth will work with CLEC Carrier 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 CLEC Carrier:

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 CLEC Carrier.

5.6.3 In the event that CLEC Carrier detects a duplicate on ADUF they receive from BellSouth, CLEC Carrier 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 CLEC Carrier via CONNECT:Direct, Secure 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 CLEC Carrier for the purpose of data transmission as set forth in Section 3.10.1 above.

5.6.4.3 If CLEC Carrier utilizes Secure FTP for data file transmission, purchase of the Secure FTP software will be the responsibility of CLEC Carrier.

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 CLEC Carrier which BellSouth RAO is sending the message. BellSouth and CLEC Carrier will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC Carrier and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.6 ADUF Pack Rejection. CLEC Carrier 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. CLEC Carrier will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CLEC Carrier by BellSouth.

5.6.7 ADUF Control Data. CLEC Carrier will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CLEC Carrier'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 CLEC Carrier for reasons stated in the above section.

5.6.8 ADUF Testing. Upon request from CLEC Carrier, BellSouth shall send a test file of generic data to CLEC Carrier 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 CLEC Carrier, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to CLEC Carrier 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 CLEC Carrier shall furnish all relevant information required by BellSouth for the provision of EODUF.

6.3 EODUF will provide usage data for local calls originating from resold F [illegible] Business and Residential Lines.

6.4 Charges for delivery of EODUF will appear on CLEC Carrier's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. CLEC Carrier 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 CLEC Carrier will be the responsibility of CLEC Carrier. If, however, CLEC Carrier should encounter significant volumes of errored messages that prevent processing by CLEC Carrier within its systems, BellSouth will work with CLEC Carrier 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 CLEC Carrier:

6.7.1.1.1 Customer usage data for flat rated local call originating from CLEC Carrier's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

6.7.1.1.1.1 Date of Call
6.7.1.1.1.2 From Number
6.7.1.1.1.3 To Number
6.7.1.1.1.4 Connect Time
6.7.1.1.1.5 Conversation Time
6.7.1.1.1.6 Method of Recording
6.7.1.1.1.7 From RAO
6.7.1.1.1.8 Rate Class
6.7.1.1.1.9 Message Type
6.7.1.1.1.10 Billing Indicators
6.7.1.1.1.11 Bill to Number

6.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to CLEC Carrier.

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

6.7.2 Physical File Characteristics

6.7.2.1 The EODUF feed will be distributed to CLEC Carrier over their existin
feed. EODUF messages will be intermingled among CLEC Carrier's O

messages. EODUF will be a variable block format (2476) with an LRECL of 2472. The data on 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 CLEC Carrier for the purpose of data transmission as set forth in Section 3.10.1 above.

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 CLEC Carrier which BellSouth RAO is sending the message. BellSouth and CLEC Carrier will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC Carrier and resend the data as appropriate.

6.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUF/CMDS - Alabama														Attachment: 7		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
							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				N/A	0.007037										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.000113										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.000011										
	ODUF: Message Processing, per message				N/A	0.004101										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	42.67										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.000094										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.															

ODUF/ADUF/CMDS - Florida														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								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				N/A	0.001656										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001245										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000071										
		ODUF: Message Processing, per message				N/A	0.002146										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.91										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010375										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.																

ODUF/ADUF/CMDS - Georgia														Attachment: 7		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
							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				N/A	0.001713										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00013027										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0000068										
	ODUF: Message Processing, per message				N/A	0.002167										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	36.06										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010856										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.															

ODUF/ADUF/CMDS - Kentucky														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								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				N/A	0.001857										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012447										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000136										
		ODUF: Message Processing, per message				N/A	0.002506										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.90										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010372										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.																

ODUF/ADUF/CMDS - Louisiana														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								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				N/A	0.007983										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012681										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000117										
		ODUF: Message Processing, per message				N/A	0.004641										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.45										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010568										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.																

ODUF/ADUF/CMDS - Mississippi														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								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				N/A	0.008087										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012803										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000063										
		ODUF: Message Processing, per message				N/A	0.004707										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	49.04										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010669										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.																

ODUF/ADUF/CMDS - North Carolina														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								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				N/A	0.001825										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012147										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000117										
		ODUF: Message Processing, per message				N/A	0.002446										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.54										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00004										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.																

ODUF/ADUF/CMDS - South Carolina															Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								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				N/A	0.008061										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00013036										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000216										
		ODUF: Message Processing, per message				N/A	0.004704										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.87										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010863										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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.																

ODUF/ADUF/CMDS - Tennessee														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates($)					
								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				N/A	0.0158054										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001387										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000044										
		ODUF: Message Processing, per message				N/A	0.0027366										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000339										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	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] *...e Companies (ALEC) and Competing Local Providers (CLP) are referred to as 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.
- ddress Guide-Telephone number) – contains information about facilities available and telephone
  dress. CLECs and BellSouth query this legacy system.
- hone Number Load Administration and Selection) – acts as a warehouse for storing telephone
  signment by the system. It enables CLECs and Bel

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

ARCH, SOCS, CRIS, PREDICTOR, LNP and OS

- 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

a

tial 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

t I : ' hin the interval
' rocessed 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

CCS 395 302

> 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

> 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
. . ..	Benchmark: 99.9%
. . ..	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 (Idention and Captions)
14. LNP Only – Supplement LSRs except supps of O-2 (Due Date Changes) on Req Type CB

T r) ndix E for a list of services, including complex services, and whether LSRs issued for the services
1 (s updated automatically when new services are added or the systems are improved to allow a
( ) ion of the Flow-Through Matrix is on the PMAP website (http://pmap.bellsouth.com) in the
) ge in the flow-through order category from flow-through to non-flow-through shall re) : : i)

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%

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

[illegible] ndix E for a list of services, including complex services, and whether LSRs issued for the services [illegible] s updated automatically when new services are added or the systems are improved to allow a [illegible] on of the Flow-Through Matrix is on the PMAP website (http://pmap.bellsouth.com) i [illegible]

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
  - [illegible] e, by CLEC

- 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%

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
p ic	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

- 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

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.

ıc n) 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

> 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

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

- 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

- 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 = # 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)
[illegible]sign	Retail Residence and Business Dispatch
[illegible]-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

- 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-2A: Jeopardy Notice Interval

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

- 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

t o
(PON)

- 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.

Relatng 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
nditioning	ADSL Provided to Retail
ioning	ADSL Provided to Retail
	Retail DS1/DS3
	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-3: Percent Missed Initial Installation Appointments

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

c N (ies applicable to all levels except trunks
· d in day intervals = 0,1,2,3,4,5,5+
: y intervals =0-5,5-10,10-15,15-20,20-25,25-30, >= 30
| '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)	
[illegible]	- <= 5 Days
[illegible]	- <= 12 Days
[illegible]	Retail ISDN - BRI
[illegible] ditioning	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

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
[illegible]	- Switch Based
[illegible]	Retail Residence and Business (POTS)
[illegible]	Retail Residence, Business and Design Dispatch
[illegible] 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

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- % 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)

rresponding 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

responding 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)
  - [illegible]EC_CONFLICT)
  - [illegible]C_CON_RES)
  - [illegible]ONFLICT_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 c**ancelled by the CLEC
- **Troubles ca**used 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

responding 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%

SEEI easure

S	Tier I	Tier II
	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

1 p ' 1) _MISSED_CMMT_CD)

: rresponding 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-8: Cooperative Acceptance Testing - % of xDSL Loops Successfully Passing Cooperative Testing

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)
- [illegible] TICKET_ID)

- 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

P-9: % Provisioning Troubles within 30 Days of Service Order Completion

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-9: % Provisioning Troubles within 30 Days of Service Order Completion

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

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
  - [illegible] ifier Code

- 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

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
	>= 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

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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
[illegible]	Retail Digital Loop >= DS1
[illegible]	Retail Residence and Business
[illegible]	Retail Residence and Business (POTS)
[illegible]	Retail Residence, Business and Desi[illegible]

- 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)

e.) : rresponding 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
[illegible]	Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
[illegible]	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.

- 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
[illegible]	Retail Digital Loop >= DS1
[illegible]	Retail Residence and Business
[illegible]	Retail Residence and Business (POTS)
[illegible]	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
[illegible]	Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
[illegible]	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

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

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

e y

- 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 - CRIS - CABS	Parity with Retail
• 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

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
[illegible]	>= 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
1 ..	..... >= 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

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
	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

e ı : rresponding 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 - LIDB - Directory Listings - Directory Assistance	95% Accurate

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

D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

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 Analog/Benchmark
	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
(	BellSouth End Office	CLEC Switch
(	BellSouth Local Tandem	CLEC Switch
'	BellSouth Access Tandem	[illegible]

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
C	BellSouth Local Tandem	CLEC Switch
C	BellSouth Access Tandem	CLEC Switch
C	BellSouth End Office	Be

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

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)
a [illegible]	Physical Caged-Augment - 90 Calendar Days (With Space Increase)
[illegible]	Physical Cageless - 90 Calendar Days
	Physical Cagedless-Augment - 45 Calendar Days [illegible]

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 Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	98% on time

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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
[illegible]	<= 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	SEEM Analog/Benchmark
• Not Applicable	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
.....	<= 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

t o

eeks

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

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

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

; for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.

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
C[illegible]e[illegible]CLEC

(

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)

I
I internal BellSouth service order entry system used by BellSouth Service Representatives
t n 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 OSP information

I

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
[illegible] System - A system that provides a mechanized means of maintaining customer line [illegible] ing, and tracking trouble reports.

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.

NCI
Network Channel Interface

NCT
Network Control Terminal - 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.

(

(upport system or database which is used to mechanize the flow or performance of work.
erall system consisting of hardv

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
The BellSouth database, which contains street addresses validated to be accurate with

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

I

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
J	A -I	J e	x	x	x	x	x
S			x	x	x	x	x
N		vice	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
(	CLEC	x
S	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	> 4 <= 10	<= 10	> 10	> 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
li			x	x	x	x	x
,'			x	x	x	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]	C
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 DSI 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]	C
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]	C
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]	C
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]	C
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 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 [illegible] or 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 supp
efforts to return service to the CLECs. Once service has been restored, the ECC

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) Investigate the damage to determine what equipment and/or functions are

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
agencies or End Users served by BellSouth or CLEC in accordance with rity

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 chang[illegible] 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 ALLTEL 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"). ALLTEL 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 ALLTEL 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 ALLTEL 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 ALLTEL's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to ALLTEL'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 ALLTEL within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the evaluation of the BFR. ALLTEL 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 ALLTEL 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 inordinat
evaluate the BFR, within thirty (30) business days of its receipt

BellSouth shall respond to ALLTEL 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 ALLTEL may cancel a BFR at any time. If ALLTEL cancels the request more than ten (10) business days after submitting the BFR request, ALLTEL 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 ALLTEL 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 ALLTEL 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 ALLTEL's acceptance of the preliminary analysis.

2.5.2 ALLTEL 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 ALLTEL agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

2.7 If ALLTEL 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 ALLTEL 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 ALLTEL 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 ALLTEL'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 ALLTEL that a fee will be required prior to the evaluation of the NBR. ALLTEL 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 ALLTEL 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 Request[illegible] is otherwise not required to be provided under the Act.

3.4 ALLTEL may cancel an NBR at any time. If ALLTEL cancels the request more than ten (10) business days after submitting it, ALLTEL 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 ALLTEL 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 ALLTEL fails to respond within this 30-day period, the NBR will be deemed cancelled.

3.6 If ALLTEL accepts the preliminary analysis, BellSouth shall propose a firm price quote and a detailed implementation plan within sixty (60) business days of receipt of ALLTEL's acceptance of the preliminary analysis and nonrecurring fees quoted in the preliminary analysis.

3.7 ALLTEL 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 an NBR, an amendment to this Agreement, or a separate agreement, may be required.