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April 21, 2006

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

060130-TP

Re: Approval of Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. and NuVox Communications, Inc.

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 NuVox Communications, Inc.

If you have any questions please do not hesitate to contact Robyn Holland at (850) 577-5551.

Very truly yours,

Jerry D Hendrix /RH

Regulatory Vice President

DOCUMENT NUMBER-DATE
03572 APR 21 06
FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

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Interconnection Agreement

Between

BellSouth Telecommunications, Inc.

and

NuVox Communications, Inc.

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AGREEMENT
GENERAL TERMS AND CONDITIONS

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

W I T N E S S E T H

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

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

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to and consistent with the rights and obligations set forth in Sections 251 and 252 of the Act.

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

1. **Definitions**

1.1 The definitions set forth in this Section 1 apply to the Agreement as a whole and both Parties' conduct thereunder. Additional definitions are included in the various attachments to this Agreement. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural.

1.2 **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 ten (10) percent.

1.3 **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)

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

1.5 **Day** is defined to mean calendar day, unless otherwise expressly noted.

1.6 **Effective Date** is defined as the date that the Agreement is effective which shall be March 11, 2006. Upon request by NuVox for a future amendment to incorporate Commission ordered rates, at NuVox's request BellSouth shall only propose an amendment with language and rates that are necessary in order to implement such order. Such amendment shall be effective ten (10) calendar days after the date of the last signature executing the amendment or as otherwise ordered in a FCC or Commission order or rule. Non rate impacting future amendments will be effective as of the date of the last signature executing the amendment or as otherwise ordered in a FCC or Commission order or rule. The Parties agree that such signature shall not be unreasonably delayed.

1.7 **FCC** means the Federal Communications Commission.

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

1.9 **National Holiday** means New Year's Day, Martin Luther King Jr. Day, President's Day/Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day. In the calculation of intervals of less than ten (10) calendar days national holidays will be excluded.

1.10 **Project Management** means the BellSouth Professional Services organization.

1.11 **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.

1.12 **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.

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

1.14 The use of the term "end user" or "customer" throughout this Agreement shall not be construed to expand, restrict or eliminate any rights or obligations of the Parties.

2. **CLEC Certification**

2.1 Prior to execution of this Agreement, BellSouth may request and NuVox agrees to provide BellSouth in writing NuVox's CLEC certification for all states covered by this Agreement except Kentucky. BellSouth will file this Agreement with the appropriate Commission for approval.

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

3. **Term of the Agreement**

3.1 The term of this Agreement shall be three and one half (3 ½) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Florida. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

3.2 The Parties agree that by no earlier than two hundred seventy (270) calendar days and no later than one hundred and eighty (180) calendar days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

3.3 If, within one hundred and thirty-five (135) calendar days of the designated start date of the negotiation referred to in Section 3.2, above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the Subsequent Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its Arbitration order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement, the Subsequent Agreement ultimately ordered by the Commission, or negotiated by the Parties, will be effective upon the effective date set forth in the Subsequent Agreement.

3.4 Notwithstanding the foregoing and except as set forth in Section 3.4.1 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) calendar days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer

services to NuVox pursuant to BellSouth's then current standard interconnection agreement or NuVox may exercise its rights under Section 252(i) of the Act. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties or NuVox adopts another agreement, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement.

3.4.1 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.

4. **Termination**

4.1 NuVox may terminate any network element, interconnection or other services provided under this Agreement upon thirty (30) calendar days written notice to BellSouth. In such cases, NuVox's obligation to pay for such network element, interconnection or other services shall be limited to the amounts due provided up to and including the date of termination.

4.2 Upon notice of termination, the Parties agree to cooperate in an orderly and efficient transition to NuVox or another vendor and to exercise their best efforts to effect an orderly and efficient transition.

5. **Operational Support Systems**

5.1 NuVox shall pay charges for Operational Support Systems ("OSS") as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 5, as applicable.

6. **Parity**

6.1 When NuVox purchases services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of Resale to its customers, such services shall be at least equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and customers. 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 NuVox 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 NuVox shall be at a level that is at least 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 customers and service quality as perceived by NuVox and its customers.

7. **White Pages Directory Listings Requirements**

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

7.1.1 Rates. So long as NuVox provides subscriber listing information ("SLI") to BellSouth in accordance with Section 7.2 below, BellSouth shall provide to NuVox one (1) primary White Pages listing per NuVox subscriber at no charge for the initial listing. Additions or changes to the initial subscriber White Pages listing shall incur a secondary service charge in accordance with Section A4.2 of BellSouth's GSST.

7.2 Procedures for Submitting NuVox SLI are found in The BellSouth Business Rules for Local Ordering located at http//www.interconnection.bellsouth.com.

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

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

7.2.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by NuVox under this Agreement. Except to the extent caused by gross negligence or willfull misconduct by BellSouth, NuVox shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from

BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate NuVox listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to NuVox any complaints received by BellSouth relating to the accuracy or quality of NuVox listings.

7.2.4 BellSouth agrees to address any issue regarding a directory listing raised by a NuVox customer in the same manner that BellSouth does for BellSouth's customers.

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

7.3 Unlisted/Non-Published Subscribers. NuVox will be required to provide to BellSouth the names, addresses and telephone numbers of all NuVox customers who wish to be omitted from directories.

7.4 Inclusion of NuVox Customers in Directory Assistance Database. BellSouth will include and maintain NuVox subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and NuVox shall provide such Directory Assistance listings to BellSouth at no recurring charge.

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

7.6 Additional, Designer, Non-Listed and Non-Published Listings. BellSouth shall provide Additional, Designer, Non-Listed and Non-Published White Pages Listings to NuVox's customers under the same rates, terms and conditions as BellSouth makes such listings available to its own customers. Where BellSouth charges its customers for Additional, Designer, Non-Listed and Non-Published White Pages Listings, BellSouth shall publish such listings under the same rates, terms and conditions to NuVox for its Resale customers subject to the applicable wholesale rates in Attachment 1.

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

7.7.1 Delivery. BellSouth or its agent shall deliver White Pages directories to NuVox customers at parity with BellSouth's delivery of directories to its own customers.

8. **Local Dialing Parity**

8.1 BellSouth shall provide local dialing parity as described in the Act and required by FCC rules, regulations and policies. NuVox customers shall not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, NuVox customers shall experience at least the same service quality as

BellSouth customers in terms of post-dial delay, call completion rate and transmission quality.

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

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

9.2 Subpoenas Directed to NuVox. Where BellSouth is providing to NuVox Telecommunications Services for resale or providing to NuVox the local switching function, then NuVox agrees that in those cases where NuVox receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to NuVox customers, and where NuVox does not have the requested information, NuVox will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 9.1 above.

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

10. **Liability and Indemnification**

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

10.2 The Parties have negotiated specific provisions in Section 10 of Attachment 3 and Section 5 of Attachment 7 to which the provisions of the following sentence shall not apply. For all other matters, BellSouth shall take financial responsibility for its own actions in causing or contributing to unbillable or uncollectible, NuVox revenue.

10.3 Liability for Acts or Omissions of Third Parties. The Parties shall not be liable to each other for any act or omission of another Telecommunications company.

10.4 **Limitation of Liability**

10.4.1 Except for any indemnification obligations of the Parties hereunder, a Party's liability shall be limited to bill credits in all circumstances other than gross negligence and willful misconduct.

10.4.2 Limitations in Tariffs. To the extent that a Party elects not to place in its tariffs or contracts limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs and contracts at the time of such loss.

10.4.3 Neither BellSouth nor NuVox shall be liable for physical damage to the other Party's premises, facilities and equipment or customer 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, gross negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

10.4.4 Nothing in this Section 10 shall limit a Party's obligation to indemnify or hold harmless the other Party set forth elsewhere in this Agreement. Except in cases of gross negligence or willful or intentional misconduct, under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages. The decision of whether a particular type of damage is indirect, incidental, or consequential shall be made, consistent with applicable law, if and when a specific damage claim is presented to the Commission, the FCC or a court of law. 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.

10.4.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section 10, then with respect to the particular facts or circumstances covered by the more specific provision, the liability or limitation of liability contained in such specific provision shall apply. Nothing in this Section 10 shall be interpreted to limit NuVox's rights to remedies and/or claims provided or contemplated elsewhere in this Agreement.

10.5 Indemnification for Certain Claims. Each Party shall be indemnified, defended and held harmless against any claims, loss or damage to the extent reasonably arising from or in connection with the other Party's gross negligence or willful misconduct.

10.5.1 Promptly after receipt of notice of the commencement of, or of any definite and colorable written claim or written threat as to the commencement of any action or

proceeding relating to a matter or matters for which a Party may seek indemnification pursuant to this Section 10.5.1, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of the action or proceeding so commenced (or claimed or threatened for commencement as aforesaid), whereupon the Indemnifying Party shall, be obligated (unless the Indemnified Party shall have otherwise waived such obligation in its sole and absolute discretion by its written election to maintain its own defense, subject, in such event and in all respects, to the exemptions from and limitations applicable to the Indemnifying Party's liability as provided in the final sentence of this Section 10.5.1) to assume the defense thereof at its sole cost and expense using counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party in its reasonable and good faith business judgment; provided that, the Parties hereby acknowledge and agree that the failure by an Indemnified Party to notify the Indemnifying Party as to a claim or the commencement (or written claim or threat of commencement) of any action or proceeding as aforesaid shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party with respect thereto, except and to the extent that the Indemnifying Party shall have actually and demonstrably incurred material prejudice, or suffered forfeiture of material substantive defenses or claims, resulting directly and exclusively from the failure to so notify. From and after assumption by an Indemnifying Party of the defense of any such pending (or claimed or threatened, as above) claim, action or proceeding, the Indemnified Party shall cooperate in a good faith and commercially-reasonable manner with the Indemnifying Party's reasonable requests for assistance or information relating to such action or proceeding, at the Indemnifying Party's sole cost and expense. The Indemnified Party shall retain the right to participate in the investigation and defense of such action or proceeding, with separate counsel chosen and paid for by the Indemnified Party. Unless the Indemnified Party shall have elected in its sole and absolute discretion to waive any further right to be indemnified with respect to any such action, proceeding or claim the Indemnified Party's counsel shall not unreasonably interfere with the defense by the Indemnifying Party and its counsel, and, absent a good faith and commercially reasonable basis therefore, as communicated in writing to the Indemnifying Party in reasonable detail, the Indemnified Party's counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action would unreasonably conflict with a course of action or inaction chosen by the Indemnifying Party. An Indemnifying Party shall not be liable under this Section 10.5.1 for settlements or compromises by the Indemnified Party of any claim, action or proceeding commenced (or claimed or threatened for commencement as aforesaid) as described in this Section 10.5.1 unless the Indemnifying Party shall have previously consented in writing thereto (such consent not to be unreasonably withheld, conditioned or delayed) or unless the Indemnifying Party has been given notice and reasonable opportunity to defend such claim, action or proceeding and has failed to promptly undertake the defense.

10.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT INCLUDING ALL ATTACHMENTS AND EXHIBITS HERETO AND ANY APPLICABLE SERVICE QUALITY STANDARDS, MEASURES, ASSURANCES AND ASSOCIATED REMEDIES ORDERED BY THE FCC OR COMMISSION, 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.

11. Intellectual Property Rights and Indemnification

11.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. A Party's use of the other Party's name, service marks and trademarks shall be in accordance with Applicable Law.

11.2 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 on software or documents provided by one Party to the other Party for the receiving Party's internal use, shall not be removed provided that such notices are neither visible to nor detectable by the receiving Party's customers. 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.

11.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify and hold harmless the receiving Party from and against any loss, cost, expense or liability associated with claims.

11.4 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:

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

11.4.2 obtain a license sufficient to allow such use to continue, or

11.4.3 in the event that the actions contemplated by Section 11.4.1 or 11.4.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

11.4.4 Neither Party's obligations under this Section 11.4 shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

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

11.5 Dispute Resolution. Any claim arising under this Section 11 shall be excluded from the dispute resolution procedures set forth in Section 13 below and shall be brought in a court of competent jurisdiction.

12. Proprietary and Confidential Information

12.1 Proprietary and Confidential Information. It may be necessary for BellSouth and NuVox, 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) calendar days thereafter, and shall be clearly marked with a confidential or proprietary legend.

12.1.1 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within forty-five (45) calendar days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information subject to the provisions of this Section 12.

12.2 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 of any kind of the Information inspected by it. The Recipient will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information. Upon request the Information will be returned by the Recipient to the Discloser within thirty (30) calendar days of completion of any use.

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

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

12.4 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.

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

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

12.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 12 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.

13. **Resolution of Disputes**

13.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the FCC, the Commission or a court of law for a resolution of the dispute. To the extent a forum determines that the Commission or the FCC has primary jurisdiction over such dispute, a petition filed in an improper forum would ultimately be subject to being dismissed or being held in abeyance while the Commission or FCC addresses the matters within its primary jurisdiction. Either party may seek expedited resolution by the Commission. Each Party reserves any rights it may have to seek judicial review of any ruling made by the FCC, the Commission or a court of law concerning this Agreement. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement, unless the issue as to how or whether there is an obligation to perform is the basis of the dispute, and shall continue to provide all services and payments as prior to the dispute provided however, that neither Party shall be required to act in any unlawful fashion.

14. **Taxes**

14.1 Definition. For purposes of this Section 14, 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.

14.2 **Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party**

14.2.1 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.

14.2.2 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.

14.3 **Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party**

14.3.1 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.

14.3.2 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.

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

14.3.4 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.

14.3.5 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.

14.3.6 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.

14.3.7 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) calendar days prior to the date by which a response, protest or other appeal must be filed,

but in no event later than thirty (30) calendar days after receipt of such assessment, proposed assessment or claim.

14.4 **Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party**

14.4.1 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.

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

14.4.3 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 purchasing Party shall retain the right to contest, or to have the providing Party contest on its behalf, the imposition of such taxes and fees; provided however, that any such contest undertaken by or at the request of the purchasing Party shall be at the purchasing Party's expense.

14.4.4 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.

14.4.5 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.

14.4.6 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.

14.4.7 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) calendar

days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) calendar days after receipt of such assessment, proposed assessment or claim.

14.5 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.

15. **Network Maintenance and Management**

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

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

15.3 BellSouth agrees to provide NuVox prior notice consistent with applicable FCC rules and the Act of changes in information or technical specifications necessary for the transmission and routing of services using BellSouth's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks.

16. **Force Majeure**

16.1 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 NuVox, 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.

17. **Modification of Agreement**

17.1 BellSouth shall make agreements available to NuVox in accordance with 47 USC § 252(i) and 47 C.F.R. § 51.809.

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

17.3 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.

17.4 In the event that any (1) effective legislative, regulatory, judicial or other legal action or (2) obligation or commitment regarding interconnection, resale or access to network elements which obligation or commitment expressly applies generically to all CLECs made by BellSouth to any state or federal regulatory authority or the U.S. Department of Justice ("Governmental Body") in connection with any merger or regulatory proceeding regarding BellSouth's obligations under the Act,) materially affects any material terms of this Agreement, or the ability of NuVox or BellSouth to perform any material terms of this Agreement, NuVox or BellSouth may, on thirty (30) calendar 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) calendar days after such notice, the Dispute may at any time thereafter be resolved in accordance with the Dispute Resolution procedure set forth in this Agreement.

18. **Non-Waiver of Legal Rights**

18.1 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. 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).

19. **One Agreement**

19.1 Subject to the provisions of Sections 17 and 20, the Parties acknowledge that they negotiated this Agreement as a single contract and do not consider the separate Attachments of this Agreement to be separate contracts. Each Attachment contains provisions that are subject to the provisions of the General Terms and Conditions; application of some provisions may require or trigger application of provisions in other Attachments hereto.

20. **Severability**

20.1 If any provision of this Agreement, or part thereof, shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly. Provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 13 above.

21. **No Waiver**

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

22. **Governing Law**

22.1 Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

23. **Assignments**

23.1 Except as provided herein, 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 or to an entity purchasing all or substantially all of the Party's assets 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) calendar days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of NuVox, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such

obligations. Notwithstanding anything to the contrary in this Section 23 and unless the Parties agree otherwise, NuVox shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) NuVox pays all bills, past due and current, under this Agreement, or (2) NuVox's assignee expressly assumes liability for payment of such bills.

24. **Notices**

24.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by U.S. Mail postage prepaid, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

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

NuVox Communications, Inc.

Susan Berlin
Vice President, Senior Regulatory Counsel
Two North Main Street
Greenville, SC 29601

24.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth (5th) calendar day, or next business day after the fifth (5th) calendar day, after it was deposited in the mail. Notice by overnight courier shall be effective on the date it was delivered, except that notice delivered on a non-business day shall be deemed effective on the next business day.

24.3 Subject to Section 45.2 below, BellSouth will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's web site, and any other information of general applicability to NuVox.

25. **Rule of Construction**

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

26. **Headings of No Force or Effect**

26.1 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.

27. **Cooperation in Preventing Customer Fraud**

27.1 The Parties agree to cooperate fully with one another to investigate, minimize, prevent and take action in cases of fraud by a customer involving the provision of services to NuVox under this Agreement.

28. **Revenue Protection**

28.1 BellSouth shall make available to NuVox fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements or services provided pursuant to this Agreement. These features include switch functions such as screening codes and call blocking of international, 900 and 976 numbers. To the extent separate charges apply for such features, the charges will be set forth in the appropriate attachment to this Agreement or will be negotiated between the Parties and added to this Agreement via an amendment at such time as NuVox requests the features.

29. **Law Enforcement Interface**

29.1 Both Parties shall work cooperatively to comply with all legal or regulatory requirements related to number recording devices, including, for example, orders related to trap and trace and wire taps.

30. **Multiple Counterparts**

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

31. **Filing of Agreement**

31.1 Upon execution of this Agreement BellSouth shall file the Agreement with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as NuVox is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

32. **Compliance with Applicable Law**

32.1 Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, injunctions, judgments and binding decisions, awards and decrees that relate to its obligations under this Agreement ("Applicable Law").

32.2 This Agreement shall be interpreted according to its explicit terms to the extent such terms are clear and unambiguous. If the Parties have a dispute over a provision of this Agreement, such terms shall be interpreted in accordance with applicable law governing contract interpretation.

32.3 Where a Commission has adopted rates for network elements or services provided under this Agreement, as of the Effective Date, it is the intent of the Parties that the rate exhibits incorporated into this Agreement will be those rates, unless otherwise negotiated by the Parties. Upon request of either Party, errors in rate sheets will be corrected up to ninety (90) calendar days retroactively, and prospectively, by amendment to this Agreement. This Section 32 shall not affect either Party's rights pursuant to Section 1.1.3 of Attachment 7 of this Agreement for charges other than those for which there is an error in the rates sheets.

33. **Necessary Approvals**

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

34. **Good Faith Performance**

34.1 Each Party shall act in good faith in its performance under this Agreement. Where notice, approval, consent, agreement or similar action by a Party is permitted or required by any provision of this Agreement (including without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action will not be unreasonably delayed, withheld or conditioned.

35. **Independent Contracting Parties**

35.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party shall be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations

imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

36. **Subcontracting**

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

37. **Labor Relations**

37.1 The Parties shall endeavor to minimize impairment of service to the other Party in the event of a labor dispute to the extent permitted by Applicable Law.

38. **Compliance with the Communications Assistance for Law Enforcement Act of 1994 ("CALEA")**

38.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such other Party's noncompliance.

39. **Customer Inquiries**

39.1 Calls About the Other Party's Products and Services. Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services or products: (i) provide such numbers, if available to the personnel receiving the call, to callers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about their products or services during that same inquiry/subscriber contact, unless that information specifically is requested by the caller. Subject to the limitations of this Section 39, both Parties maintain the right to serve directly any customer within

the service area of the other Party. Both Parties may directly market their own telecommunications products and services and in doing so may establish independent relationships with customers of the other Party.

40. **Additional Fair Competition Requirements**

40.1 In the event that BellSouth transfers facilities or other assets to an Affiliate during the term of this Agreement, which are necessary in order for BellSouth to comply with its obligations under this Agreement, and BellSouth is required by law to continue to provide such interconnection, services or network elements under this Agreement even after such transfer, then such obligations hereunder shall survive and BellSouth shall continue to perform such obligations. In the event that BellSouth transfers facilities or other assets to an Affiliate during the term of this Agreement, which are necessary in order for BellSouth to comply with its obligations under this Agreement, and BellSouth is relieved of its obligations to provide such interconnection, services or network elements, but such Affiliate is required by law to perform such obligations to the extent that BellSouth was required to, then BellSouth shall be relieved of its obligations hereunder and such obligations shall survive and transfer to such Affiliate pursuant to the Assignment Section 23 hereof.

40.2 BellSouth shall allow NuVox's local exchange customers to select BellSouth for the provision of intraLATA toll services to the extent BellSouth makes such stand alone intraLATA services available to the general public on a nondiscriminatory basis.

40.3 Each Party shall protect the confidentiality of proprietary information of, and relating to, the other Party and its customers or any other carrier. If either Party receives or obtains proprietary information from the other for the purposes of providing services under this agreement, such Party shall use such information only for such purpose and shall not use such information for its own marketing purpose.

41. **Posting of Agreements**

41.1 BellSouth shall post on its web site any BellSouth interconnection agreement between BellSouth and any third party no later than ten (10) calendar days after the approval of such agreement with the Commission.

42. **Nonexclusive Dealings**

42.1 This Agreement does not prevent either Party from providing or purchasing services to or from any other person.

43. **Rate True-Up**

43.1 This Section 43 applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement.

43.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order 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 Section 13 above of the General Terms and Conditions of this Agreement.

44. **Survival**

44.1 In no event shall the expiration or termination for any reason of this Agreement relieve either Party of any liability or obligation accruing in favor of the other Party in respect of acts or omissions occurring prior thereto. Any liabilities and all obligations of each Party under the provisions regarding indemnification, confidentiality of information, liability, and any other provisions of this Agreement that by their specific nature or express terms are contemplated to survive (or be performed) thereafter shall survive expiration or termination.

45. **Entire Agreement**

45.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 45.4 below, and subject to the limitations set forth in Section 45.2 all documents identified herein. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

45.2 **Guides**

45.2.1 The Parties acknowledge that certain provisions of this Agreement reference certain BellSouth documents and publications (collectively referred to herein as the "Guides"). All Guides referred to in this Agreement, are incorporated herein and made a part hereof by reference. To the extent that there is a conflict between a provision of a Guide and a provision of this Agreement, the provision of this Agreement shall prevail. BellSouth may, from time to time during the term hereof, change or alter said Guides (including replacing a Guide entirely with a successor Guide with a different name). The Parties agree that if the change or alteration was made to BellSouth's OSS interface Guides as a result of the Change Control Process ("CCP"), results from a revision to a generally accepted and implemented industry standard or guideline (e.g. Ordering Billing Forum ("OBF"), Telcordia guidelines, etc.), or other legal requirement directly affecting the Guides provided, if such legal requirement would be subject to the change of law provision in these General Terms and Conditions, the change to the Guide would not be applicable until this Agreement is amended to reflect the update to the Guide, or if NuVox agrees to such change or alteration, any such change or alteration shall become effective as specified in the terms of the notice to NuVox via the applicable Internet website posting. In all other cases, a change in a Guide which (1) alters, amends or conflicts with any term of this Agreement; (2) changes any charge or rate, or the application of any charge or rate, specified in this Agreement; (3) adds a new rate or rate element not previously specified in the Agreement; (4) causes NuVox to incur material cost or expense to implement the change or alteration; or (5) increases an interval set forth in this agreement, will not be effective with respect to NuVox until BellSouth and NuVox sign an amendment to this Agreement reflecting the changes described in items (1), (2), (3) or (5); or unless NuVox fails to inform BellSouth in writing that it does not agree to such change or alteration within forty-five (45) calendar days of notice of such change being given to NuVox for item (4). For purposes of item (4), a cost or expense shall be deemed material if it imposes a financial burden on NuVox, but shall not include costs associated with disseminating notice of the change or providing training regarding the change to employees. In addition, BellSouth will use its best efforts, upon NuVox's request to BellSouth's Interconnection Services ("ICS") website group at wmag@bellsouth.com, to provide such notices via e-mail to the address specified by NuVox.

In the event that the Parties disagree as to whether any alteration or amendment described in this Section 45 is effective as to NuVox pursuant to the requirements of this Section 45, either Party may, at its option, seek resolution of the dispute in accordance with the Dispute Resolution provisions in the General Terms and Conditions of this Agreement. In cases where there is a dispute with respect to any alteration or amendment described in this Section 45 becoming effective as to NuVox, such alteration or amendment described in this Section 45 shall not become effective as to NuVox until there is mutual agreement between the Parties that it should become effective or an order resulting from the Dispute Resolution process finding in favor of its becoming effective.

45.3 In various provisions of this Agreement, the Parties have included references to tariffs filed by the Parties. If such tariff is referenced for the purposes of a service that is provisioned pursuant to such tariff, and there is a conflict between such referenced tariff provisions and this Agreement, the terms of the tariff shall control. If the service is provisioned pursuant to this Agreement but the tariff is referenced for a rate, an interval or another purpose, to the extent that there is a conflict between such referenced tariff provision and this Agreement, and except as otherwise set forth in this Agreement, the terms of this Agreement shall prevail.

45.4 This Agreement includes eleven (11) Attachments with provisions for the following:

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

45.5 The following services are included as options for purchase by NuVox pursuant to the terms and conditions set forth in this Agreement. NuVox may elect to purchase said services by written request to its Local Contract Manager if applicable:

Optional Daily Usage File ("ODUF")
Enhanced Optional Daily Usage File ("EODUF")
Access Daily Usage File ("ADUF")
Line Information Database ("LIDB") Storage
Centralized Message Distribution Service ("CMDS")
Calling Name ("CNAM")
Local Number Portability ("LNP") Data Base Query Service

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

BellSouth Telecommunications, Inc.	**NuVox Communications, Inc.**
By:	By:
Name: Kristen E. Shore	Name: Susan J Berlin
Title: Director	Title: V.P.
Date: 4/20/06	Date: 4-19-2006

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Attachment 1

Resale

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RESALE

1. Discount Rates

1.1 The Commission-approved discount rates applied to NuVox 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 NuVox for the purposes of resale to NuVox's customers shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

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

2.2 RESALE means an activity wherein a certificated CLEC, such as NuVox, 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. BellSouth shall make available to NuVox for resale those telecommunications services that BellSouth is required to offer for resale pursuant to the 1996 Act and applicable FCC and Commission rules and orders. BellSouth currently makes such services available pursuant to its General Subscriber Services Tariff and Private Line Services Tariff.

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

3.1.2.1 In the event NuVox resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon NuVox 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 Section 3.1.2 preceding for the non-Lifeline affected Q-account.

3.1.2.2 NuVox must provide written notification to BellSouth within thirty (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 NuVox 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 NuVox must resell services to other customers.

3.2.2 NuVox cannot be a CLEC for the single purpose of selling to itself.

3.3 NuVox 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 NuVox for said services.

3.4 BellSouth shall have no contact with the customer except to the extent provided for in this Agreement.

3.5 Nothing herein shall affect BellSouth's rights, consistent with applicable law, to: (i) bill the customer for any services that the customer specifies it wishes to receive directly from BellSouth, (ii) serve directly any customer within the service area of NuVox, or (iii) market directly its own telecommunications products and services and in doing so may establish independent relationships with customers of NuVox consistent with applicable law.

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

3.5.2 BellSouth and NuVox will refrain from contacting a customer who has placed or whose selected carrier has placed on the customer's behalf an order to change the customer's service provider from BellSouth or NuVox to the other Party until such time that the order for service has been completed. The Parties agree to comply

with any applicable FCC and Commission rules and orders with respect to contacting customers who have elected to change telecommunications carriers.

3.6 Neither Party nor the customer 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. The customer to whom a telephone number associated with services furnished by BellSouth has been assigned has the right to continue using the telephone number to receive those services unless BellSouth is required to change the telephone number in connection with the implementation of area code relief in the form of a geographic split and/or NXX change, in which case BellSouth shall have the right to change the telephone numbers, the central office designation associated with such numbers or both after providing NuVox a period of notice in accordance with the FCC's Notices of Network Change rules. Such number changes shall be done only when BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a reasonable and nondiscriminatory basis. Nothing in this Agreement shall affect the ability of a customer to port any telephone number associated with services furnished by BellSouth to a different service provider in accordance with applicable FCC rules and industry guidelines.

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

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

3.9. BellSouth can refuse service in accordance with Section A2.2.9 of its General Subscriber Services Tariffs and Section B2.2.2 of its Private Line Services Tariffs.

3.10. BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to NuVox's customers, pursuant to Section 9 of the General Terms and Conditions.

3.11. If appropriate NuVox personnel have actual knowledge that one of its customers is utilizing a BellSouth resold telecommunications service in a manner that is not consistent with the terms and conditions of the tariff applicable to such service, NuVox will take corrective action and will discontinue provisioning of such service if not cured within thirty (30) calendar days.

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

3.13 White page directory listings for NuVox customers will be provided in accordance with Section 7 of the General Terms and Conditions.

3.14 **Service Ordering and Operational Support Systems ("OSS")**

3.14.1 NuVox 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 NuVox may submit a Local Service Request ("LSR") electronically as set forth in Attachment 2 of this Agreement. Service orders will be in a reasonable standard format designated by BellSouth and will be required on a nondiscriminatory basis.

3.14.2 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 1. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON"). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit E to this Attachment 1. Supplements or clarifications to a previously billed LSR will not incur an additional OSS charge over and above the original OSS charge.

3.14.3 Denial/Restoral OSS Charge. In the event NuVox 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.

3.14.4 Cancellation OSS Charge. NuVox will incur an OSS charge for an accepted LSR that is later canceled.

3.15 BellSouth shall provide 911/E911 for NuVox customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate NuVox 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 NuVox customer service information in the ALI/DMS ("Automatic Location Identification/Location Information") databases used to support 911/E911 services.

3.16 BellSouth shall bill, and NuVox shall pay, the customer 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.

3.17 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to NuVox, and NuVox shall pay, the customer common line charges identical to the customer common line charges BellSouth bills its customers.

3.18 New Resale Services/Changes in Provision of Resale Services. BellSouth may provide NuVox notice via Internet posting of price changes and changes to the terms and conditions of services available for resale. BellSouth shall provide notice within the timeframes ordered by the Commission for the provision of notice to CLECs by BellSouth regarding changes to resold services. Where no such Commission requirement exists, BellSouth shall provide notice of discontinuance of resold services and notice of rate increases on resold services ten (10) calendar

days prior to NuVox's obligation to provide notice of discontinuance of resold services and notice of rate increases on resold services to its customers pursuant to Commission rule or order. BellSouth will post on its website changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted, and any other information of general applicability to CLECs.

4. BellSouth's Provision of Services to NuVox for Resale

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

4.1.1 BellSouth may request relevant documentation related to services purchased by NuVox to verify NuVox's claims for discounts and asserted volumes, if BellSouth has a reasonable basis upon which to suspect that such claims are invalid. Such request shall be made on a nondiscriminatory basis and shall not occur more than once in a twelve (12) month period. NuVox shall maintain sufficient records and data, for a period up to six (6) months, that are relevant and reasonably necessary to determine compliance with tariff provisions regarding such discounts and for verifying asserted volumes to BellSouth. BellSouth shall bear the costs associated with said request if such claims for discounts and volumes are valid. Any information provided by NuVox for purposes of such request 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 customer of BellSouth in the appropriate section of BellSouth's Tariffs. In accordance with FCC 47 C.F.R. Section 51.603, BellSouth will provide services to NuVox for resale that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides these services to others, including customers. Usage allowances (e.g., Business Plus* service) described in BellSouth's tariffs shall not be aggregated for more than one customer or across multiple resold services. Volume discount offerings (e.g., Watsaver® service) may be aggregated by NuVox for multiple customers.

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

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

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

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

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

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

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

4.6 Requirements for Specific Services. BellSouth shall make available for resale the services included in this Section 4.6 at the discounts set forth in Exhibit E to this Attachment and in accordance with Exhibit A to this Attachment.

4.6.1 Lifeline and Link-up. BellSouth shall make available Lifeline and Link-up Services for resale in accordance with Commission and FCC rules and regulations and with the reasonable and nondiscriminatory terms and conditions set forth in BellSouth's applicable tariffs. Such services shall be available to NuVox for resale only to those NuVox subscribers who meet the qualifications as set forth in applicable regulations. BellSouth shall indicate with a USOC on the customer service record if an end user is subscribing to Lifeline or Link-up. NuVox shall comply with all aspects of the FCC's and the Commission's orders and rules implementing Lifeline and Link-up programs. To the extent other Voluntary Federal Subscriber Financial Assistance Programs are offered by BellSouth and to the extent BellSouth is required to make such programs available for resale, such programs shall be offered to NuVox on rates, terms and conditions as required by Applicable Law.

4.6.2 Grandfathered Services. BellSouth shall offer for resale to NuVoxpursuant to FCC 47 C.F.R. 51.615 all grandfathered services.

4.6.3 N11 Service. BellSouth shall make available for resale any existing N11 services at the discount rates set forth in Exhibit E to this Attachment 1 and in accordance with Exhibit A to this Attachment 1.

4.6.4 911/E911 Service. NuVox shall have the right to resell 911 or E911 services.

4.6.5 Customer Specific Offerings Including Contract Service Arrangements ("CSAs") and other contractual arrangements. CSAs shall be available for resale, at the same rates, terms and conditions offered to BellSouth's customers, and in accordance with Commission and FCC Rules and Regulations less the wholesale discount set

forth in Exhibit E to this Attachment 1. In cases where NuVox resells an existing CSA, termination liability will not be triggered by a transfer of the CSA from BellSouth to NuVox. NuVox may resale an existing CSA to the existing customer or to another similarly situated customer. Customers are similarly situated if their quantity of use and time of use, and the manner and costs of service are the same.

4.6.6 Promotions. For purposes of this Agreement, a "short term" promotion will be as set forth in FCC 47 C.F.R. 51.613.

4.6.6.1 BellSouth shall make Telecommunications Services subject to short term promotions available to NuVox at the short term promotional rate consistent with Exhibit A.

4.6.6.2 The inclusion of a telecommunications service, available for resale at a resale discount, as a component of a promotion, shall not relieve BellSouth of the obligation to offer such underlying telecommunications service separately for resale at the resale discount.

4.6.6.3 Promotions of greater than ninety (90) days will be available to NuVox for resale.

4.6.7 Special Assemblies. Existing special assembly agreements for telecommunications services shall be available for resale, at the same terms and conditions offered to BellSouth's customers. A special assembly shall be made available for resale at the price of the special assembly less the wholesale discount. NuVox shall be responsible for all terms and conditions of such special assembly including but not limited to termination liability if applicable. Termination liability will not be triggered as a result of a transfer of the special assembly from BellSouth to NuVox.

4.6.8 Volume Discount Plans. Subject to Section 4.2 to the extent BellSouth offers, pursuant to its Tariffs, any services the rate for which varies depending upon the volume purchased or the term for which the subscribers commit to purchase such service, BellSouth shall offer such services on the same terms and conditions to NuVox.

4.6.9 Pay Phone Service. BellSouth shall make available to NuVox for resale Public Telephone Access Services (pay phone/PTAS) to the extent BellSouth is required to do so pursuant to FCC and Commission rules.

4.6.10 Voice Mail Service. Where available to BellSouth's customers, BellSouth shall provide the following Telecommunications Services at a discount, as set forth in Exhibit E of this Attachment 1, for use in conjunction with voice mail services:

- Message Waiting Indicator ("MWI") stutter dial tone and message waiting light feature capabilities.
- CF/Busy (Call Forward Busy Line).

- CF/DA (Call Forward Don't Answer).

The services listed in BellSouth's Messaging Services Information Package shall be made available for resale, without the wholesale discount, in conjunction with other tariff services offered for resale.

4.6.11 BellSouth shall provide branding for, or shall unbrand, voice mail services for NuVox per the Bona Fide Request/New Business Request process as set forth in Attachment 11 of this Agreement.

4.6.12 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital customers, respectively in accordance with Section A2 of BellSouth's GSST. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider ("PSP") customers in accordance with Section A7 of BellSouth's GSST. Shared Tenant Service customers can only be sold those local exchange access services available in Section A23 of BellSouth's GSST in the states of Florida, Georgia, North Carolina and South Carolina, and in Section A27 of BellSouth's GSST in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee. Notwithstanding the foregoing, if BellSouth offers other services that BellSouth is obligated to make available for resale to CLECs at the wholesale discount to Hotel/Motel and Hospital customers, PSPs and shared tenant services customers, such services shall be available to NuVox for resale to such customers.

4.6.13 Advanced Intelligent Network ("AIN"). BellSouth shall provide for resale all AIN services currently provided pursuant to BellSouth's GSST.

4.6.14 Miscellaneous Service Arrangements. NuVox may purchase at the wholesale discount set forth in Exhibit E to this Attachment 1, the entire set of Miscellaneous Service Arrangements (contained in Section A13 of the GSST with the exception of Information Services), or a subset of any one or any combination of such features on a customer-specific basis, without restriction on the minimum or maximum number of lines and features that may be purchased for any one level of service to the extent such restrictions do not apply to BellSouth's retail customers.

4.6.15 Blocking Service. BellSouth shall provide call blocking of 700, 900, and 976 services upon request as well as bill to third party and collect calls from NuVox on a line or trunk basis at parity pursuant to Section A13.9 of BellSouth's General Subscriber Services Tariff.

4.6.16 Busy Line Verification ("BLV") and Emergency Line Interrupt ("ELI"). Where BellSouth does not route operator services traffic to NuVox's platform, BellSouth shall perform BLV/ELI for NuVox on resold BellSouth lines.

4.6.17 Inside Wire Maintenance Plan. BellSouth's Inside Wire Maintenance Service Plan is available for resale in accordance with Exhibit A to this Attachment 1 and with Commission and FCC rules and regulations.

4.6.18 MemoryCall Service. BellSouth's MemoryCall Service is available for resale in accordance with Exhibit A to this Attachment 1 and with Commission and FCC rules and regulations.

4.6.19 Mobile Services. BellSouth's Mobile Services is available for resale in accordance with Exhibit A to this Attachment 1 and with Commission and FCC rules and regulations.

4.6.20 Federal Subscriber Line Charges. BellSouth's Federal Subscriber Line Charges will be passed on to NuVox.

4.6.21 Non-Recurring Charges. Non-Recurring Charges associated with services available for resale, where applicable, will be assessed at the discount rates set forth in Exhibit E to this Attachment 1 and in accordance with Exhibit A to this Attachment and with Commission and FCC rules and regulations.

4.6.22 Customer Line Change/Number Portability Charge. BellSouth's Customer Line Change/Federal Number Portability Charge will be passed on to NuVox.

4.6.23 AdWatch Service. BellSouth's AdWatch Service is available for resale at the discount rates set forth in Exhibit E to this Attachment 1 and in accordance with Exhibit A to this Attachment and with Commission and FCC rules and regulations.

5. Maintenance of Services

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

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

5.3 To the extent known by appropriate personnel, NuVox will use best efforts to notify BellSouth of situations that arise that may result in a service problem. BellSouth will advise NuVox of any central office, facility, or network failure that is known at the time of any inquiry or trouble report by NuVox.

5.4 NuVox will contact the appropriate repair centers in accordance with procedures established in the BellSouth Operational Understanding Guide located at http://www.interconnection.bellsouth.com/guides/html/other_guides/html.

5.5 For all repair requests, NuVox shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth as set forth in the BellSouth Operational Understanding Guide located at http://www.interconnection.bellsouth.com/guides/html/other_guides/html.

5.6 BellSouth will bill NuVox 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 handling troubles that are not found to be in BellSouth's network.

5.7 BellSouth reserves the right to contact NuVox's customers, if deemed necessary, for maintenance purposes.

6. Establishment of Account

6.1 Establishment of an account for resale will be done according to the terms of Section 1.2 of Attachment 7 to this Agreement.

7. Establishment of Service

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

8. Discontinuance of Service to Customers

8.1 The procedures for discontinuing service to a customer are as follows:

8.1.1 BellSouth will deny service to NuVox's customer on behalf of, and at the request of, NuVox. Upon restoration of the customer's service, restoral charges will apply and will be the responsibility of NuVox.

8.1.2 At the request of NuVox, BellSouth will disconnect a NuVox customer.

8.1.3 All requests by NuVox for denial or disconnection of a customer for nonpayment must be in writing.

8.1.4 NuVox will be made solely responsible for notifying the customer of the proposed disconnection of the service.

9. Discontinuance of Service to NuVox

9.1 Discontinuance of service to NuVox will be done according to the terms of Section 1.7 of Attachment 7 to this Agreement.

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

10.1 Operator Call Processing. 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 customer 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.

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

10.2.1 Process 0+ and 0- dialed local calls

10.2.2 Process 0+ and 0- intraLATA toll calls.

10.2.3 Process calls that are billed to NuVox customer's calling card that can be validated by BellSouth.

10.2.4 Process person-to-person calls.

10.2.5 Process collect calls.

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

10.2.7 Process station-to-station calls.

10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

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

10.2.10 Process operator-assisted directory assistance calls.

10.2.11 Adhere to equal access requirements, providing NuVox local customers the same IXC access that BellSouth provides its own operator service.

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

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

10.2.14 Direct customer account and other similar inquiries to the customer service center designated by NuVox.

10.2.15 Provide call records to NuVox in accordance with ODUF standards.

10.2.16 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.

10.3 **Directory Assistance Service**

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

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

10.4 **Directory Assistance Service Updates**

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

10.4.2 New customer connections

10.4.3 Customer disconnections

10.4.4 Customer address changes

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

10.5 **Branding for Operator Call Processing and Directory Assistance**

10.5.1 BellSouth's branding feature provides a definable announcement to NuVox customers using Directory Assistance ("DA")/ Operator Call Processing ("OCP") prior to placing such customers in queue or connecting them to an available operator or automated operator system. This feature allows NuVox's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit E of this Attachment.

11.5.2 BellSouth offers three branding offering options to NuVox when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.

11.5.3 Upon receipt of the branding order from NuVox, the order is considered firm after ten (10) business days. Should NuVox decide to cancel the order, written notification to NuVox's BellSouth Account Executive is required. If NuVox

decides to cancel after ten (10) business days from receipt of the branding order, NuVox shall pay all charges per the order.

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

10.6.1 Where NuVox resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route NuVox's customer calls to that provider through Selective Call Routing.

10.6.2 Selective Call Routing using Line Class Codes ("SCR-LCC") provides the capability for NuVox 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.

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

10.6.4 Where available, NuVox specific and unique line class codes are programmed in each BellSouth end office switch where NuVox intends to service customers with customized OCP/DA branding. The line class codes specifically identify NuVox's customers so OCP/DA calls can be routed over the appropriate trunk group to the request 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 NuVox intends to provide NuVox branded OCP/DA to its customers in these multiple rate areas.

10.6.5 BellSouth Branding is the default branding offering.

10.6.6 SCR-LCC supporting Custom Branding and Self Branding require NuVox to order dedicated transport and trunking from each BellSouth end office identified by NuVox, either to the BellSouth Traffic Operator Position System ("TOPS") for Custom Branding or to the NuVox Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates, terms and conditions for transport and trunks shall be in accordance with Section 4 of Attachment 3.

10.6.7 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.

10.6.8 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by NuVox to the BellSouth Tops. The calls are routed to "No Announcement."

10.7 **Branding via Originating Line Number Screening ("OLNS")**

10.7.1 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via OLNS software. When utilizing this method of Unbranding or Custom Branding NuVox shall not be required to purchase direct trunking.

10.7.2 BellSouth Branding is the default branding offering.

10.7.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance NuVox must have its OCN(s) and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To Implement Unbranding and Custom Branding via OLNS software, NuVox must submit a manual order form which requires, among other things, NuVox's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. NuVox shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon NuVox's purchase of Unbranding and Custom Branding using OLNS software for any particular TOPS, all NuVox customers served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

10.7.4 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit E of this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill NuVox applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, NuVox shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Call Processing platforms as set forth in Exhibit E of this Attachment.

10.7.5 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle ("NAV") equipment for which NuVox requires service.

10.7.6 Directory Assistance customized branding uses:

10.7.6.1 the recording of NuVox

10.7.6.2 the loading of the recording in each switch.

10.7.7 Operator Call Processing customized branding uses:

10.7.7.1 the recording of NuVox

10.7.7.2 the loading of the recording in each switch.

10.7.7.3 the loading on the NAV. All NAV shelves within the region where the customer is offering service must be loaded.

11. Line Information Database (LIDB)

11.1 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.

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

12. RAO Hosting

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

13. Optional Daily Usage File (ODUF)

13.1 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.

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

14. Enhanced Optional Daily Usage File (EODUF)

14.1 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.

14.2 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	Customer 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 customers 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 NuVox.

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 NuVox.

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 NuVox for originating line numbers.

L. Account Owner - name of the local exchange telecommunications company that is providing dial tone 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 NuVox and pursuant to which BellSouth, its LIDB customers and NuVox shall have access to such information. In addition, this Agreement sets forth the terms and conditions for NuVox's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. NuVox 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 NuVox, 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 Agreement upon notice to NuVox's account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the Agreement shall govern this LIDB Storage Agreement.

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 NuVox 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 NuVox 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 NuVox 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 NuVox of fraud alerts so that NuVox 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 NuVox pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's customers. BellSouth shall not be responsible to NuVox 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 customers. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate NuVox's data from BellSouth's data, the following shall apply:

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

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

IV. Fees for Service and Taxes

A. NuVox will not be charged a fee for storage services provided by BellSouth to NuVox, 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 NuVox 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 NuVox, BellSouth will provide the Optional Daily Usage File ("ODUF") service to NuVox pursuant to the terms and conditions set forth in this Exhibit C. ODUF data delivery accuracy, completeness, timeliness and mean time to deliver will be in accordance with SQMs B3, B4, B5 and B6.

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

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

4. Charges for ODUF will appear on NuVox's monthly bills for the previous month's usage. The charges are as set forth in Exhibit E to this Attachment. NuVox 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 the billing system of NuVox will be the responsibility of NuVox. If, however, NuVox should encounter significant volumes of errored messages that prevent processing by NuVox within its systems, BellSouth will work with NuVox to determine the source of the errors and the appropriate resolution. Upon request from NuVox, BellSouth shall resend errored messages in accordance with SQM B-9.

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

6.1 ODUF Message to be Transmitted

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

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured Local
- Directory Assistance messages
- IntraLATA Toll
- WATS and 800 Service

- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

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

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

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

6.2 ODUF Physical File Characteristics

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

6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and NuVox for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, NuVox will be responsible for ordering the circuit, and coordinating the installation with BellSouth. NuVox will also be responsible for any charges associated with this line. CSU/DSU equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be the responsibility of NuVox. 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 NuVox. Additionally, all message toll charges associated with the use of the dial circuit by NuVox will be the responsibility of NuVox. Associated equipment on the BellSouth end, including a modem, will be the responsibility of BellSouth. All equipment, including modems and software, that is required on NuVox end for the purpose of data transmission will be the responsibility of NuVox.

6.2.3 If NuVox utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of NuVox.

6.3 ODUF Packing Specifications

6.3.1 A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

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

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection

6.4.1 NuVox will notify BellSouth within one (1) 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. NuVox will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to NuVox by BellSouth.

6.5 ODUF Control Data

NuVox will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate NuVox'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 NuVox for reasons stated in the above Section 6.4.

6.6 ODUF Testing

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

Enhanced Optional Daily Usage File

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

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

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

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

5. All messages will be in the standard ATIS EMI record format.

6. Messages that error in the billing system of NuVox will be the responsibility of NuVox. If, however, NuVox should encounter significant volumes of errored messages that prevent processing by NuVox within its systems, BellSouth will work with NuVox to determine the source of the errors and the appropriate resolution. Upon request from NuVox, BellSouth shall resend errored messages as required by SQM B-9.

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 NuVox:

Customer usage data for flat rated local call originating from NuVox's customer 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 NuVox.

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

7.2 Physical File Characteristics

7.2.1 The EODUF feed will be distributed to NuVox over their existing ODUF feed. The EODUF messages will be intermingled among NuVox's ODUF messages. The EODUF will be a variable block format (2476) with a LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

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

7.2.3 Data circuits (private line or dial-up) will be required between BellSouth and NuVox for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, NuVox will be responsible for ordering the circuit, and coordinating the installation with BellSouth. NuVox will also be responsible for any charges associated with this line. CSU/DSU equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be the responsibility of NuVox. 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 NuVox. Additionally, all message toll charges associated with the use of the dial circuit by NuVox will be the responsibility of NuVox. Associated equipment on the BellSouth end, including a modem, will be the responsibility of BellSouth. All equipment, including modems and software, that is required on NuVox end for the purpose of data transmission will be the responsibility of NuVox.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One (1) transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) 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 NuVox which BellSouth RAO is sending the message. BellSouth and NuVox will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by NuVox and resend the data as quickly as technically possible.

7.3.3 The data will be packed using ATIS EMI Records.

RESALE DISCOUNTS & RATES - Florida													Attachment: 1 Exh D			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					21.83										
	Business %					16.81										
	CSAs %					16.81										
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 contract established in																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
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										
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. General

1.1 This Attachment sets forth rates, terms and conditions for Unbundled Network Elements (UNEs) and combinations of UNEs with other UNEs (Combinations) that BellSouth shall offer to NuVox 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 NuVox (Other Services). The rates for each UNE, Combination and Other Services are set forth in Exhibits A and B of this Attachment. In providing access or obtaining access to UNEs, Combinations and Other Services, the Parties shall comply with all applicable FCC rules and orders and Commission rules and orders.

1.1.1 Network Element is as defined in the FCC's rules.

1.1.2 For purposes of this Attachment 2, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Attachment 2. Two (2) or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

1.1.3 For purposes of this Attachment 2, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) "business lines."

1.1.4 For purposes of this Attachment 2, a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and

operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two (2) or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

1.1.5 Technically Feasible is as defined in the FCC's rules.

1.1.6 UNE is defined to mean the Network Elements that BellSouth is required to make available on an unbundled basis by the FCC or Commission pursuant to Section 251(c)(3) of the Act and FCC and Commission rules and orders that are set forth in this Attachment.

1.2 BellSouth shall provide and NuVox may access UNEs and Other Services in accordance with all applicable FCC and Commission rules and orders, including but not limited to: 47 C.F.R 51.307, 51.309, 51.311, 51.313, 51.315, 51.316, 51.318, 51.319.

1.3 BellSouth shall comply with the requirements set forth in the technical references identified in this Attachment. Such requirements shall be applied in a non-discriminatory manner and at parity and shall be in accord with all FCC and Commission requirements.

1.4 Consistent with Section1.2 above, NuVox shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

1.5 **Conversions**

1.5.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or Combination and shall convert a UNE or a Combination to an equivalent wholesale service or group of wholesale services in accordance with FCC 47 C.F.R. 51.316 ("Conversion"). Nonrecurring switch-as-is rates for such Conversions are contained in Exhibit A of this Attachment. Conversions shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status-applicable to such converted services. Any change from a wholesale service/group of wholesale services to a UNE/Combination, or vice versa, that requires a physical rearrangement of the UNE/Combination or wholesale/group of wholesale services will not be considered a Conversion for purposes of this Agreement. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, nonrecurring charges for the UNE or Combination from Exhibit A of this Attachment or cross connect from Exhibit B of Attachment 4 will apply.

For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of the tariff or contract governing the wholesale service(s), nonrecurring charges for the wholesale service/wholesale services from such tariff or contract will apply. BellSouth will not require physical rearrangement if the Conversion can be completed through record changes only.

1.5.2 Any price changes resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from NuVox. The fact that the Parties have agreed to this Section 1.5.2 shall not be used by either Party against the other in any dispute raised prior to the Effective Date of this Agreement regarding the effective date for billing changes resulting from a Conversion; provided, however, that this provision does not preclude either Party from making any arguments based on the FCC's decision in the TRO in any such dispute.

1.5.3 If NuVox wants to convert a UNE or Combination (or part thereof) to wholesale services NuVox shall submit a spreadsheet (and a commingling ordering document that indicates which part is to be filled as a UNE, if applicable). BellSouth shall charge NuVox the same nonrecurring switch-as-is charge found in Exhibit A for the Conversion of a single UNE as it does for a Combination.

1.6 **Transition of UNEs to Other Services**

1.6.1 Except to the extent expressly provided otherwise in this Attachment, NuVox may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that NuVox has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide NuVoxwith thirty (30) calendar days written notice to disconnect or convert such Arrangements. Those circuits identified by NuVox within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If NuVox fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30)-day notice period.

1.7 Self Certification for DS1 and DS3 loops and DS1, DS3, and Dark Fiber Transport

1.7.1 Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity loops, NuVox shall undertake a reasonably diligent inquiry to determine whether NuVox is

entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, NuVox self certifies that to the best of NuVox's knowledge, the high capacity Dedicated Transport or high capacity loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon NuVox's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill NuVox the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) calendar days following a decision finding in BellSouth's favor, NuVox shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

1.7.2 In the event that (1) BellSouth designates a wire center as non-impaired, (2) NuVox converts existing UNEs to other services or orders new services as services other than UNEs, (3) NuVox otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of NuVox, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund NuVox the difference between the rate paid by NuVox for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

1.8 **Procedures For Additional Designations Of "Non-Impaired" Wire Centers**

1.8.1 If BellSouth seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (TRRO), BellSouth will post a Carrier Notification Letter (CNL) designating any new (additional) "non-impaired" wire centers ("subsequent wire centers"). The list of additional "non-impaired" wire centers as designated by BellSouth will reflect the number of Business Lines, as of December 31 of the previous year, and will also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth's designation.

1.8.2 Designation by BellSouth of additional "non-impaired" wire centers will be based on the following criteria:

a. The CLLI of the wire center.

b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
c. The sum of all UNE loops connected to each wire center, including UNE loops provisioned in combination with other elements.
d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
e. The names of any carriers relied upon as fiber-based collocators.

1.8.3 BellSouth and NuVox agree to resolve disputes concerning BellSouth's additional wire center designations in dispute resolution proceedings before the Commission.

1.8.4 The initial wire center list is set forth in Exhibit C.

1.9 NuVox may utilize UNEs and Other Services in a manner consistent with applicable industry standards and applicable BellSouth Technical References incorporated into BellSouth's Guides found on BellSouth's website at http://interconnection.bellsouth.com. In the event that NuVox perceives that BellSouth Technical References include provisions that unreasonably limit NuVox's ability to access and utilize UNEs in accordance with this Attachment, NuVox shall notify BellSouth and the Parties shall attempt to resolve the issue. If the Parties are unable to resolve the issue, the dispute shall be handled in accordance with the dispute resolution provisions in Section 13 of the General Terms and Conditions of this Agreement.

1.10 **Routine Network Modifications** (RNMs)

1.10.1 BellSouth will perform RNMs in accordance with FCC 47 C.F.R. 51.319 (a)(7) and (e)(4). Except to the extent expressly provided otherwise in this Attachment, if BellSouth has anticipated such RNMs and performs them during normal operations and such function was included in BellSouth's cost studies that, through Commission proceedings or agreement by the Parties resulted in 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 UNE 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 NuVox must submit a LSR to have the work performed. Each request will be handled as a project on an individual case basis until such time as BellSouth incorporates such RNM into its normal operations and develops a charge for such RNM that is included in this Agreement by Amendment hereto. If NuVox believes that a RNM should be incorporated into BellSouth's normal operations and BellSouth disagrees with such determination, the dispute shall be resolved pursuant to the resolution of disputes provision of the General Terms and Conditions. BellSouth will provide a price quote for the request, and upon receipt of payment from NuVox, BellSouth shall

perform the RNM. If NuVox believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. While the dispute is pending, NuVox shall have the option of requesting BellSouth to perform the RNM subject to a retroactive pricing true-up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. BellSouth will provide a cost study upon request after the firm quote.

1.11 **Commingling**

1.11.1 BellSouth shall permit and perform Commingling of services in accordance with FCC 47 C.F.R. 51.309.

1.11.2 Notwithstanding any other provision of this Agreement, BellSouth will not commingle UNEs or Combinations with any service, Network Element or other offering that it is obligated to make available only pursuant to Section 271 of the Act. Nothing in this Section shall prevent NuVox from commingling Network Elements with tariffed special access loop and transport services.

1.11.3 BellSouth will not "ratchet" (i.e., billing a single circuit at multiple rates to develop a single, blended rate for) a commingled circuit. Unless otherwise agreed to by the Parties, the UNE 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 or other contract rates.

1.11.4 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 service. The Central Office Channel Interface will be billed from the same jurisdictional authorization (tariff or agreement) as the lower bandwidth service

1.11.5 If NuVox reports a trouble on a UNE or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge NuVoxat the rates set forth in Exhibit A to this Attachment for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status. If NuVox reports the same trouble on the same UNE or Other Service within thirty (30) calendar days of BellSouth's notification to NuVox of its disposition of the prior trouble, and BellSouth is able to determine that such trouble does exist on BellSouth's network, NuVox shall be credited on the next billing cycle for charges associated with the prior trouble.

1.12 **Rates**

1.12.1 The prices that NuVox shall pay to BellSouth for UNEs, Combinations and Other Services are set forth in Exhibits A and/or B of this Attachment. To the extent a rate is required to be TELRIC-compliant, the rate in Exhibit A of this Attachment shall be TELRIC-compliant, and if Commission approved, is the Commission approved rates. If NuVox purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. If no rate is identified in this Agreement for an UNE, Combination or Other Service that is required to be a TELRIC-compliant rate, the rate will be a TELRIC-compliant rate set by the Commission, or if no such rate has been set by a Commission, BellSouth shall propose an interim TELRIC-compliant rate based upon a cost study that BellSouth will provide upon request from NuVox. If the rate is not required to be TELRIC-compliant, then the rate may be negotiated by the Parties upon request by either Party. If the Parties are unable to agree upon a rate, either Party may pursue dispute resolution.

1.12.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6. Service Date Advancement charges for expediting UNEs and Other Services orders and are as set forth in Exhibit A.

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

1.12.4 Fractionalized billing shall apply to all UNEs and Combinations such that recurring charges will be prorated based upon the number of days that the UNEs are in service. Non-recurring charges shall not be fractionalized.

2. Loops

2.1 **General**

2.1.1 BellSouth shall provide NuVox with nondiscriminatory access to the local loop on an unbundled basis, in accordance with FCC 47 C.F.R. 51.319(a). The various loops that BellSouth currently offers and is required to make available are set forth herein.

2.1.1.1 For the purposes of this Agreement, and not by way of limitation, the phrase 'end user customer premises' as used in 47 C.F.R. 51.319(a) shall not be interpreted to include such places as a carrier's mobile switching center, base station, cell site, or other similar facility, except to the extent that a carrier may require loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

2.1.2 When NuVox is purchasing a loop, NuVox 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.

2.1.2.1 The loop shall include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.

2.1.3 The provisioning of a loop to NuVox's collocation space will require BellSouth to provide cross office cabling and cross connections within the central office to connect the loop to the demarcation point associated with the collocation space. These cross connects are separate components that are not considered a part of the loop, and thus, have a separate charge as set forth in Exhibit A of Attachment 4.

2.1.4 Where facilities are available, BellSouth will install loops in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com. For orders of fifteen (15) or more loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and reasonable and nondiscriminatory 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.

2.1.5 The loop shall be provided to NuVox in accordance with reasonable and nondiscriminatory provisions set forth in BellSouth's TR73600 Unbundled Local loop Technical Specification and applicable industry standard technical references.

2.1.6 BellSouth will provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered.

2.1.7 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 customer's location. If NuVox 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), NuVox may order loop tagging. Rates for loop tagging are as set forth in Exhibit A of this Attachment.

2.2 **Transition for DS1 and DS3 Loops**

2.2.1 For purposes of this Section 2.2, the Transition Period for the Embedded Base of DS1 and DS3 loops and for the Excess DS1 and DS3 loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

2.2.2 For purposes of this Section 2.2, Embedded Base means DS1 and DS3 loops that were in service for NuVox as of March 11, 2005, in those wire centers that, as of

such date, met the criteria set forth in Sections 2.2.4.1 and 2.2.4.2. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

2.2.3 Excess DS1 and DS3 loops are those NuVox DS1 and DS3 loops in service as of March 11, 2005, in excess of the caps set forth in Sections 2.2.3.1 and 2.2.3.2 below, respectively. Subsequent disconnects or loss of customers shall be removed from Excess DS1 and DS3 loops.

2.2.3.1 BellSouth shall not provide more than ten (10) unbundled DS1 loops to NuVox at any single building in which DS1 loops are available as unbundled loops.

2.2.3.2 NuVox may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 loops are available as Unbundled loops.

2.2.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.2.8, BellSouth shall make available DS1 and DS3 loops meeting the following thresholds for NuVox's Embedded Base and Excess DS1 and DS3 loops during the Transition Period:

2.2.4.1 DS1 loops to any building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold).

2.2.4.2 DS3 loops to any building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold).

2.2.4.3 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 2.2.4.1 and 2.2.4.2 above is set forth in Exhibit C hereto. As of the effective date of this Agreement, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

2.2.5 The Transition Period shall apply only to (1) NuVox's Embedded Base and (2) NuVox's Excess DS1 and DS3 loops. NuVox shall not add new DS1 or DS3 loops meeting the thresholds set forth in Sections 2.2.4.1 and 2.2.4.2 pursuant to this Agreement.

2.2.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for NuVox's Embedded Base and NuVox's Excess DS1 and DS3 loops equal to the higher of:

2.2.6.1 115% of the rate paid for that element on June 15, 2004: or

2.2.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

2.2.6.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 2.2.6.

2.2.7 NuVox shall provide spreadsheets to BellSouth no later than March 10, 2006, identifying the specific DS1 and DS3 loops, including the Embedded Base and Excess DS1 and DS3 loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE loops or other wholesale facilities provided by BellSouth, including special access. For Conversions as defined in Section 1.5, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 loops. If a NuVox chooses to convert the DS1 and DS3 UNE loops to special access circuits, BellSouth will include such DS1 and DS3 loops once converted within NuVox's total special access circuits and apply any discounts to which NuVox is entitled.

2.2.7.1 If NuVox submits the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 loops on or before March 10, 2006, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges and no UNE disconnect charges.

2.2.7.2 If NuVox fails to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth services as set forth in BellSouth's tariffs.

2.2.7.3 For Embedded Base circuits and Excess DS1 and DS3 loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

2.2.8 **Modifications and Updates to the Wire Center List and Subsequent Transition Periods**

2.2.8.1 DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

2.2.8.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 2.2.4.1 (DS1 loops), 2.2.4.2 (DS3 loops), 6.2.5.1 (DS1 transport) and 6.2.5.2 (DS3 transport) but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

2.2.8.3 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundled new DS1 or DS3 loops, or transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process.

2.2.8.4 BellSouth shall make available de-listed DS1 and DS3 loops and transport that were in service for NuVox in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30th) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

2.2.8.5 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

2.2.8.5.1 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

2.2.8.5.2 No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, NuVox shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 1.5, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a NuVox chooses to convert the de-listed DS1 and DS3 loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 loops and Transport once converted within NuVox's total special access circuits and apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

2.2.8.5.3 If NuVox submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges.

2.2.8.5.4 If NuVox fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify NuVox's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.2.8.6.5 For Subsequent Embedded Base circuits converted or transitioned the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

2.3 Loops

2.3.1 Copper Loops. BellSouth will provide access to unbundled Copper loops as required by FCC Rule 51.319(a)(1).

2.3.2 Hybrid loops. BellSouth will provide access to unbundled Hybrid loops as required by FCC Rule 51.319(a)(2).

2.3.3 BellSouth will provide access to unbundled Fiber-to-the-Home loops as required by FCC Rule 51.319(a)(3). FTTH facilities include fiber loops deployed to the minimum point of entry (MPOE) of a multiple dwelling unit (MDU) that is predominantly residential, regardless of the ownership of the inside wiring from the MPOE to each customer in the MDU.

2.3.3.1 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving a customer's premises or, in the case of predominately residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the customer's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a cooper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective customer's premises. FTTH/FTTC loops do not include local loops to predominantly business MDUs.

2.3.3.2 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH/FTTC loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each customer in the MDU.

2.3.3.3 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to NuVox on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. Alternatively, BellSouth will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with applicable law.

2.3.3.4 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by NuVox. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC 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.

2.3.4 A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide NuVox with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and a customer's premises.

2.3.4.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

2.3.5 DS1 Loops. A DS1 loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.

2.3.5.1 Upon NuVox's request, BellSouth shall provide NuVox with nondiscriminatory access to DS1 loops on an unbundled basis under the Agreement in accordance with this section, and 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

2.3.6 DS3 Loops. A DS3 loop is a digital local loop having a total digital signal speed of 44.736 megabytes per second.

2.3.6.1 Upon NuVox's request, BellSouth shall provide NuVox with nondiscriminatory access to DS3 loops on an unbundled basis under the Agreement in accordance with Section 3.1 above, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51.

2.3.7 Dark Fiber Loops. BellSouth shall provide NuVox with nondiscriminatory access to a Dark Fiber loop on an unbundled basis as set forth in Section 2.3.7.1. Dark Fiber loop is fiber within an existing fiber optic cable that has not been activated through the use of optronics to render it capable of carrying communications services that extends from the demarcation point at a customer's premises and the BellSouth central office. Dark Fiber loops may be strands of optical fiber existing in aerial or underground structure.

2.3.7.1 **Transition for Dark Fiber Loop**

2.3.7.1.1 For purposes of this Section 2.3.7.1, the Transition Period for Dark Fiber loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.3.7.1.2 For purposes of this Section 2.3.7.1, Embedded Base means Dark Fiber loops that were in service for NuVox as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

2.3.7.1.3 During the Transition Period, BellSouth shall make available for the Embedded Base Dark Fiber loops for NuVox at the terms and conditions set forth in this Attachment.

2.3.7.1.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for NuVox's Embedded Base of Dark Fiber loops equal to the higher of:

2.3.7.1.4.1 115% of the rate paid for that element on June 15, 2004; or

2.3.7.1.4.2 115% of a new rate the Commission established, if any, between June 16, 2004 and March 11, 2005.

2.3.7.1.4.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 2.3.7.1.4.

2.3.7.1.5 The Transition Period shall apply only to NuVox's Embedded Base and NuVox shall not add new Dark Fiber loops pursuant to this Agreement.

2.3.7.1.6 Effective September 11, 2006, Dark Fiber loops will no longer be made available pursuant to this Agreement.

2.3.7.1.7 NuVox shall provide spreadsheets to BellSouth no later than September 10, 2006, identifying the specific Dark Fiber loops, to be either disconnected or converted to other BellSouth services. NuVox may transition from Dark Fiber loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 1.5, such spreadsheets shall take the place of an ASR or LSR. The Parties shall negotiate a project for the Conversion of the Embedded Base Dark Fiber loops. If NuVox chooses to convert the Dark Fiber UNE loops to special access circuits, BellSouth will include such Dark Fiber loops once converted within NuVox's total special access circuits and apply any discounts to which NuVox is entitled.

2.3.7.1.8 If NuVox submits the spreadsheets specified in Section 2.3.7.1.7 above for all of its Embedded Base on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no UNE disconnect charges.

2.3.7.1.9 If NuVox fails to submit the spreadsheet(s) specified in Section 2.3.7.1.7 above for all of its Embedded Base on or before September 10, 2006, BellSouth will identify NuVox's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth services(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.3.7.1.9 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.3.7.1.10 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

2.4 **Loop Testing/Trouble Reporting**

2.4.1 NuVox will be responsible for testing and isolating troubles on the loops. NuVox 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, NuVox will be required to provide the results of the NuVox test which indicate a problem on the BellSouth provided loop.

2.4.2 Once NuVox has isolated a trouble to the BellSouth provided loop, and had issued a trouble report to BellSouth on the loop, BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in a reasonable and nondiscriminatory manner and in time frames that are as favorable as those in which BellSouth repairs similarly situated loops to its customers.

2.4.3 If NuVox reports a trouble on a non-designed or designed loop and no trouble actually exists, BellSouth will charge NuVox for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. BellSouth will assess the applicable Maintenance of Service Charge rates from BellSouth's FCC No. 1 Section 13.3.1 for designed circuits, Section A4.3.1 of the GSSTs for Alabama, Kentucky, Louisiana, Mississippi and Tennessee where trouble determination for non-designed circuits is covered under premises work charges, Section A15.4.1 of the GSSTs for Florida and North Carolina where trouble determination for non-designed circuits is covered under trouble location charges, and Section N1.1.2 of the Non-Regulated Services Pricing tariff for Georgia and South Carolina where trouble determination for non-designed circuits is covered under trouble determination charges. If NuVox reports

the same trouble on the same UNE loop within thirty (30) calendar days of BellSouth's notification to NuVox of its disposition of the prior trouble, and BellSouth is able to determine that such trouble does exist on BellSouth's network, NuVox shall be credited on the next billing cycle for charges associated with the prior trouble.

2.4.4 In the event BellSouth must dispatch to the customer's location more than once due to incorrect or incomplete information provided by NuVox (*e.g.,* incomplete address, incorrect contact name/number, etc.), BellSouth will bill NuVox for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided, in accordance with rates set forth in Exhibit A of this Attachment.

2.4.5 BellSouth shall test all loops at parity in a nondiscriminatory manner. The results of such testing, to the extent available, shall be provided to NuVox upon request.

2.5 **Order Coordination and Order Coordination-Time Specific**

2.5.1 "Order Coordination" (OC) allows BellSouth and NuVox to coordinate the installation of the SL2 loops, Unbundled Digital loops (UDL) and other loops where OC may be purchased as an option, to NuVox's facilities to limit customer service outage. OC is available when the loop is provisioned over an existing circuit that is currently providing service to the customer. 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.

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

2.5.3 For a coordinated conversion, i.e., to LNP with loop or to stand alone loop where OC is provided for in this agreement, BellSouth shall verbally coordinate the disconnect with NuVox and perform any switch translations so as to limit customer service outage. When OC is provided, BellSouth will call NuVox

twenty-four (24) to forty-eight (48) hours prior to the actual conversion to ensure NuVox will be ready on the due date and to review the details of the cutover. NuVox may designate the conversion time when the conversion involves a loop with LNP by ordering Time Specific conversion at rates designated in this agreement. For Time Specific conversions, BellSouth and NuVoxshall mutually agree upon cut over time and BellSouth will verify the cut over time designated by NuVox twenty-four (24) to forty-eight (48) hours in advance to ensure that the conversion is to be completed as ordered. Both Parties will use best efforts to ensure that conversions will commence within fifteen (15) minutes of the established time, with the exception of conversions involving IDLC where the Commission has granted extended conversion windows. For coordinated conversions, BellSouth's target interval for service disruption to the customer is fifteen (15) minutes or less.

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

requesting OC-TS.

2.6 **CLEC to CLEC Conversions for Unbundled Loops**

2.6.1 The CLEC to CLEC conversion process, located on BellSouth's web site at http://www.interconnection.bellsouth.com/guides/unedocs/c2c.pdf, for unbundled loops may be used by NuVox when converting an existing unbundled loop from another CLEC for the same customer. The loop type being converted must be included in NuVox's Interconnection Agreement before requesting a conversion.

2.6.2 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 customer location from the same serving wire center, and must not require an outside dispatch to provision.

2.6.3 The loops converted to NuVox 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.

2.7 **Bulk Migration**

2.7.1 If NuVox requests to migrate twenty-five (25) or more UNE-Port/Loop Combination (UNE-P) customers to UNE-Loop (UNE-L) in the same Central Office on the same due date, NuVox must use the Bulk Migration process, which is described in the BellSouth CLEC Information Package, "UNE-Port/Loop Combination (UNE-P) to UNE-Loop (UNE-L) Bulk Migration" located at http://interconnection.bellsouth.com/guides/unedocs/BulkManpkg.pdf. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the loop type being requested in the Bulk Migration asset forth in Exhibit A of this Attachment. Additionally, an electronic OSS charges will apply for each customer account subject to the Bulk Migration Request. The migration of loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 2.13.1 below.

2.8 **Ordering Guidelines and Processes**

2.8.1 Ordering and provisioning for UNEs and Other Services shall be as set forth in Attachment 6.

2.8.2 Additional UNE product information may also be found in the individual CLEC Information Packages found on the "CLEC UNE Products" website located at http://www.interconnection.bellsouth.com/guides/html/unes.html.

2.8.3 The provisioning of Network Elements, Combinations and Other Services to CLEC's Collocation Space will require cross-connections within the central office

to connect the Network Element, Combinations or Other Services to the demarcation point associated with CLEC's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

2.9 **Unbundled Voice Loops (UVLs)**

2.9.1 BellSouth shall make available the following UVLs:

2.9.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)

2.9.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)

2.9.1.3 4-wire Analog Voice Grade Loop (Designed)

2.9.2 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 and shall result in no voice grade service disruption or degradation to the customer. In these situations, BellSouth will ensure that the newly provided facility will support a 64 kbps channel capable of supporting voice grade services. BellSouth will not guarantee that NuVox 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).

2.9.2.1 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 NuVox. NuVox 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 MakeUp (LMU) 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 customers. For SL1 orders that include the OC option, BellSouth will use best efforts to notify NuVox within thirty (30) minutes of the completion of the physical wire work.

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

2.9.2.2 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 NuVox. 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 NuVox 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 BellSouth's discretion during normal work hours.

2.10 **Unbundled Digital Loops**

2.10.1 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.

2.10.2 BellSouth shall make available the following UDLs as set forth below:

2.10.2.1 2-wire Unbundled ISDN Digital Loop

2.10.2.2 2-wire Unbundled ADSL Compatible Loop

2.10.2.3 2-wire Unbundled HDSL Compatible Loop

2.10.2.4 4-wire Unbundled HDSL Compatible Loop

2.10.2.5 4-wire Unbundled DS1 Digital Loop

2.10.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.10.2.7 DS3 Loop

2.10.2.8 STS-1 Loop

2.10.3 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. NuVox will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and customer. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. When ISDN loops are provisioned using a Digital Loop Carrier (DLC) system, BellSouth will ensure that the loops are provisioned on time slots that are compatible with data-only services such as IDSL.

2.10.3.1 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 NuVoxor BellSouth provides ninety (90) calendar days notice that such UDC must be terminated at which point the Parties will coordinate the transition in a cooperative manner. NuVox may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.

2.10.4 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.

2.10.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

2.10.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the customer's location. For the purposes of this Agreement, including the transition of DS1 and DS3 loops described in Section 2.2 above, DS1 loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.

2.10.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.

2.10.8 DS3 Loop. DS3 loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface. DS3 loops come with a test point and a DLR. DS3 loops require a Service Inquiry (SI) in order to ascertain availability. Rates are mileage

sensitive and the mileage is in airline miles, rounded up and a minimum of one (1) mile applies. BellSouth TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 service

2.10.9 STS-1 Loop. STS-1 loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer. It is a two-point digital transmission path that provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface. STS-1 loops come with a test point and a DLR. STS-1 loops require a Service Inquiry (SI) in order to ascertain availability.

2.11 **Unbundled Copper Loops (UCL)**

2.11.1 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.

2.11.2 **Unbundled Copper Loop – Designed (UCL-D)**

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

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

2.11.2.3 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 NuVox.

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

2.11.2.5 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 NuVox or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated at which point the Parties will coordinate the transition in a cooperative manner.

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

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

2.11.3.2 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, NuVox can request LMU for which additional charges would apply.

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

2.11.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by NuVox 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.

2.11.3.5 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.

2.11.3.6 NuVox 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.

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

2.12.1 Line Conditioning is defined as the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver xDSL capability, to ensure that the copper loop or copper subloop is suitable for providing xDSL services and provided the same for all telecommunications carriers requesting access to that network and at least equal in quality to that which the incumbent provides to itself.

2.12.1.1 Such devices include, but are not limited to; load coils, low pass filters, and range extenders. Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

2.12.2 BellSouth will remove load coils only on copper loops and subloops that are less than 18,000 feet in length at the rates set forth in Exhibit A. BellSouth will remove load coils on copper loops and subloops that are greater than 18,000 feet in length upon NuVox's request at rates pursuant to BellSouth's Special Construction Process contained in BellSouth's FCC No. 2 as mutually agreed to by the Parties. Should BellSouth begin removing load coils on loops over 18,000 feet to provide xDSL service to its customers, it will do so for NuVox at the rates set forth in Exhibit A. Should BellSouth begin removing load coils on loops over 18,000 feet for other carriers other than at BellSouth's Special Construction rates, it will do so for NuVox at parity under the same rates, terms, and conditions and the Parties shall amend this Agreement to include the necessary rates, terms, and conditions.

2.12.3 Any copper loop being ordered by NuVox which has over 6,000 feet of combined bridged tap will be modified, upon request from NuVox, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to NuVox. Line 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 level of bridged tap between 2,500 and 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment.

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

2.12.5 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. If NuVox wants a different type of loop or wants the original loop type modified to a different loop type then NuVox must submit a new order for that type of loop.

2.12.6 If NuVox 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. NuVox 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.

2.12.7 NuVox shall request LMU information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the loop type that NuVox desires BellSouth to condition.

2.12.8 When requesting ULM for a loop that BellSouth has previously provisioned for NuVox, NuVox will submit a service inquiry to BellSouth. If a spare loop facility that meets the Loop Modification specifications requested by NuVox is available at the location for which the ULM was requested, NuVox 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, NuVox will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.13 Loop Provisioning Involving Integrated Digital Loop Carriers

2.13.1 Where NuVox has requested an Unbundled loop and BellSouth uses IDLC systems to provide the local service to the customer and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to NuVox. 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 NuVox (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).

2.13.2 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.

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

2.14 **Network Interface Device**

2.14.1 The NID is defined as any means of interconnection of the end user customer's premises wiring to BellSouth's distribution plant, such as a cross connect device

used for that purpose. The NID is a single-line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. Unless otherwise requested, all loops will be provisioned with the appropriate Network Interface Device (NID). The NID features two independent chambers or divisions that separate the service provider's network from the end user customer's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the customer each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.14.2 BellSouth shall permit NuVox to connect NuVox's loop facilities to the end user customer's premises wiring through the BellSouth NID or at any other technically feasible point.

2.14.3 **Access to NID**

2.14.3.1 NuVox may access the end user customer's premises wiring by any of the following means and NuVox shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.14.3.1.1 In Alabama, Georgia, Kentucky, South Carolina and Tennessee, BellSouth shall allow NuVox to connect its loops directly to BellSouth's multi-line residential NID enclosures that have spare terminations available or NuVox can connect to terminations that currently have loops attached to them but that are not currently used by BellSouth or any other telecommunications carrier to provide service to the premises.

In Florida, Louisiana, Mississippi and North Carolina, if no spare terminations are available, NuVox must connect its loops to its own NID adjoining BellSouth's multi-line residential NID. NuVox can install the NID and cross connect to BellSouth's NID itself. IF NuVox decides to do so, NuVox can have BellSouth install the NID or have BellSouth install the NID and cross connect to BellSouth's NID. To have BellSouth do this installation work NuVox must submit a LSR. BellSouth will perform the installation and bill NuVox a nonrecurring charge for the NID or for the NID and cross connect.

2.14.3.1.2 Where an adequate length of the end user customer's premises wiring is present and environmental conditions permit, either Party may remove the end user customer's premises wiring from the other Party's NID and connect such wiring to that Party's own NID, provided that it has received the appropriate consent from the customer and has provided reasonable advanced notice to the other Party.

2.14.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connection or spliced jumper wire from the end user customer's premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.14.3.1.4 NuVox may request BellSouth to make other rearrangements to the end user customer's premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.14.3.2 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 shall be the responsibility of the Party disconnecting loop facilities to ensure there is no safety hazard, and that Party shall hold the other harmless for any liability associated with the removal of the loop facilities from the other Party's 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.

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

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

2.14.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with NuVox 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.

2.14.4 **Technical Requirements**

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

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

2.14.4.3 Existing BellSouth NIDs will be provided in working condition. Where such NID is not functioning properly, BellSouth shall repair the NID at BellSouth's expense. NuVox may request BellSouth to do additional work to the NID, including relocating the NID and extending associated distribution plant and inside wiring/UNTW, as appropriate, to that new location, on a time and material basis, except where BellSouth does not charge its retail customers to perform the same

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

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

2.15 **Subloop Elements**

2.15.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements in accordance with FCC C.F.R. 51.319 (b).

2.16 **Unbundled Subloop Distribution**

2.16.1 The Unbundled Subloop Distribution facility is a dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled subloop 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 subloop distribution offerings where facilities exist:

Unbundled Subloop Distribution – Voice Grade
Unbundled Copper Subloop
Unbundled Subloop Distribution – Intrabuilding Network Cable (aka riser cable)

2.16.1.1 Unbundled Subloop Distribution – Voice Grade (USLD-VG) is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the end user customer's premises and may have load coils.

2.16.1.2 Unbundled Copper Subloop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the customer's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end user customer's premises and the cross-box.

2.16.1.2.1 If NuVox requests a UCSL and it is not available, NuVox may request the copper subloop 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.

2.16.1.3 Unbundled Subloop 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 customer's premises.

2.16.1.3.1 Upon request for USLD-INC from NuVox, 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 NuVox's use on this cross-connect panel. NuVox will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

2.16.1.4 For access to Voice Grade USLD and UCSL, NuVox 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. NuVox's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.16.1.5 Through the SI process, BellSouth will determine whether access to unbundled subloops at the location requested by NuVox is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet NuVox'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.

2.16.1.6 The site set-up must be completed before NuVox can order subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice NuVox'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.

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

2.16.1.8 Unbundled Subloops will be provided in accordance with technical reference TR73600.

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

2.16.2.1 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 customer'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.

2.16.2.2 BellSouth will provide this element in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns, controls or leases, but only to the extent that BellSouth has control by virtue of such lease, wiring all the way to the end users customer's premises. BellSouth shall use commercially reasonable efforts to obtain the right to permit NuVox to access the UNTW.

2.16.2.3 **Requirements**

2.16.2.3.1 On a multi-unit premises, upon request of NuVox, BellSouth 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.

2.16.2.3.2 Except as otherwise required in this Attachment or as necessary for BellSouth to perform its obligations under Section 2.16.2.3.1, BellSouth shall not be required to install new or additional UNTW beyond existing UNTW to provision the services of NuVox.

2.16.2.3.3 Upon receipt of the UNTW SI requesting access to BellSouth'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 NuVox, an Access Terminal will be installed either adjacent to each of BellSouth's Garden Terminal or inside each Wiring Closet. NuVox will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. NuVox 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 customer has requested a change in its local service provider to NuVox on that pair. Prior to connecting NuVox's service on a pair previously used by BellSouth, NuVox will use commercially reasonable efforts to ensure the customer is no longer using BellSouth's service or another CLEC's service on that pair before accessing UNTW pairs.

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

2.16.2.3.5 NuVox is responsible for obtaining the property owner's permission for BellSouth to install an Access Terminal(s) on behalf of NuVox. The submission of the SI by NuVox will serve as certification by NuVox that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) calendar days after completion and demands removal of Access Terminals, NuVox will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

2.16.2.3.6 NuVox shall indemnify and hold harmless BellSouth against any claims of any kind that may arise out of NuVox's failure to obtain the property owner's permission.

2.16.2.3.7 NuVox will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time NuVox activates the pair(s). NuVox will notify BellSouth within five (5) business days of activating UNTW pairs using the LSR form.

2.16.2.3.8 If a trouble exists on a UNTW pair, NuVox may use an alternate spare pair that serves that customer if a spare pair is available. In such cases, NuVox will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, **NuVox** will isolate and report troubles to BellSouth. In such cases, NuVox must tag the UNTW pair that requires repair. If BellSouth dispatches a technician on a reported trouble call and no UNTW trouble is found, BellSouth will charge NuVox for time spent on the dispatch and testing the UNTW pair(s).

2.16.2.3.9 If NuVox initiates the Access Terminal installation and NuVox has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to NuVox's request for an Access Terminal within six (6) months of installation of the Access Terminal, BellSouth will bill NuVox a nonrecurring charge equal to the actual cost of provisioning the Access Terminal. Once NuVox has activated at least ten percent (10%) of the capacity of the Access Terminal within six (6) months of installation of the Access Terminal, NuVox will not be billed for the placement of the Access Terminal even if the percentage of activated pairs drops at a later time below ten percent (10%) or is completely deactivated.

2.16.2.3.10 If BellSouth determines that NuVox is using the UNTW pairs without reporting the activation of the pairs, NuVox will be billed for the use of that pair back to the date the customer began receiving service from NuVox at that location. Upon request, NuVox will provide copies of its redacted billing record or installation order with sufficient information to substantiate such date. If NuVox fails to provide such records, then BellSouth will bill NuVox back to the date of the Access Terminal installation.

2.16.3 **Unbundled Subloop Feeder**

2.16.3.1 Upon the Effective Date of this Agreement, Unbundled Subloop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within ninety (90) calendar days of the Effective Date of this Agreement, NuVox will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this ninety (90) day period, market-based rates have not been negotiated and NuVox has not issued the appropriate disconnect orders, BellSouth may immediately disconnect any remaining USLF elements and will bill NuVox any applicable disconnect charges at rates set forth in Exhibit A of this Attachment.

2.16.4 **Unbundled Loop Concentration**

2.16.4.1 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 NuVox, or BellSouth provides ninety (90) calendar days notice that such ULC must be terminated at which point the Parties will coordinate the transition in a cooperative manner.

2.17 **Dark Fiber Loop**

2.17.1 Dark Fiber Loop is defined in Section 2.3.7 above. BellSouth will provide line termination elements at both ends but will not provide regeneration or other electronics necessary for NuVox to utilize Dark Fiber Loops.

2.17.2 **Requirements**

2.17.2.1 NuVox may test Dark Fiber obtained from BellSouth using CLEC or CLEC designated personnel. BellSouth shall provide appropriate interfaces to allow access to Dark Fiber at NuVox's Serving Wire Center and at NuVox's customer's premises.

2.17.2.2 BellSouth shall provide access to Dark Fiber Loop for test access and testing at the termination point (demarcation) within NuVox's Serving Wire Center and at NuVox's customer's premises. For maintenance troubles after acceptance of the Dark Fiber, NuVox should use the normal trouble reporting process and BellSouth will isolate and correct the problem.

2.18 **Loop Makeup**

2.18.1 **Description of Service**

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

2.18.1.2 BellSouth will provide NuVox 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.

2.18.1.3 BellSouth's LMU information is provided to NuVox 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, but BellSouth shall provide to NuVox the same information that it would provide to itself.

2.18.1.4 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 the requesting CLEC has a Letter of Authorization (LOA) from the CLEC using or controlling the loop (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.18.1.5 NuVox 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 NuVox 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 NuVox's ability to provide advanced data services over the ordered loop type. Further, if NuVox orders loops that do not require a specific facility medium or loops that are not intended to support advanced services (such as UVL-SL1, UVL-SL2) 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. NuVox is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.18.2 Submitting Loop Makeup Service Inquiries

2.18.2.1 NuVox 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 NuVox needs further loop information in order to determine loop service capability, NuVox may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.

2.18.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package available at 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.

2.18.3 Loop Reservations

2.18.3.1 For a Mechanized LMUSI, NuVox may reserve up to ten (10) loop facilities. For a Manual LMUSI, NuVox may reserve up to three (3) loop facilities.

2.18.3.2 NuVox 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 NuVox. During and prior to NuVox placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If NuVox does not submit an LSR for a UNE service on a reserved facility within the four (4) business day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

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

2.18.3.4 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. NuVox will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, NuVox does not reserve facilities upon an initial LMUSI, NuVox'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.

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

3. Line Splitting

3.1 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 customers over the same loop. BellSouth will provide Line Splitting in accordance with FCC 47 C.F.R. 51.319 (a)(1)(ii). The Voice CLEC and Data LEC may be the same or different carriers.

3.2 In the event NuVox provides its own switching or obtains switching from a third party, NuVox may engage in Line Splitting arrangements with another LEC using a splitter, provided by NuVox or a third party, in a Collocation Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.

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

3.4 When customers on loops using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing NuVox for the High Frequency Spectrum. It is the responsibility of NuVox or its authorized agent to determine if the loop is compatible for Line Splitting Service. NuVox or its authorized agent may use the existing loop unless it is not compatible with the Data LEC's data service and NuVox or its authorized agent submits an LSR to BellSouth to change the loop.

3.5 **Provisioning Line Splitting and Splitter Space**

3.5.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L.

3.5.2 An unloaded 2-wire copper loop must serve the customer. The meet point for the Voice LEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

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

3.6 **Ordering – Line Splitting**

3.6.1 BellSouth shall provide NuVox the LSR format to be used when ordering Line Splitting service.

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

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

3.6.4 BellSouth will provide Loop Modification to NuVox on an existing loop in accordance with Section 2.12. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.12 above. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: http://www.interconnection.bellsouth.com/guides/unedocs/hi_freq_sp_ulm.pdf. Nonrecurring rates for this offering are as set forth in Exhibit A of this Attachment.

3.6.5 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

3.7 **Maintenance – Line Splitting**

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

3.7.2 NuVox shall inform its customers to direct all problems to NuVox or its authorized agent.

3.7.3 NuVox 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 proximately arising out of or resulting from actions taken by the data provider or NuVox in connection with the line splitting arrangement, except to the extent caused by BellSouth's negligence, gross negligence or willful misconduct.

4 Local Switching

4.1 Local Switching is not offered pursuant to this Agreement.

4.2 For purposes of this Section 4, the Transition Period for the Embedded Base of Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.3 For the purposes of this Section 4, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for NuVox as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

4.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for NuVox's Embedded Base of Local Switching equal to the higher of:

4.4.1 The rate at which NuVox leased that combination of elements on June 15, 2004, plus one dollar; or

4.4.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

4.4.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Parties Agreement and this Section 4.4.

5. Unbundled Network Element Combinations

5.1 BellSouth shall provide unbundled network element combinations in accordance with 47 CFR 51.315.

5.1.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by NuVox 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 NuVox are not already combined by BellSouth in the location requested by NuVox 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 NuVox are not elements that BellSouth combines for its use in its network.

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

5.2 Enhanced Extended Links (EELs)

5.2.1 EELs are combinations of unbundled loops and Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide NuVox with EELs where the underlying UNE or UNEs are available and in all instances where the requesting carrier meets the FCC's eligibility requirements, if applicable.

5.2.2 EELs include, but are not limited to the following combinations:

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

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

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

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

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

5.2.2.6 DS1 Interoffice Channel + DS1 Local Loop

5.2.2.7 DS3 Interoffice Channel + DS3 Local Loop

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

5.2.2.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

5.2.2.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.2.2.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.2.2.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.2.2.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.2.2.15 Commingled loop and transport facilities at the DS1 and/or DS3 Level

5.2.3 High-capacity EELs are combinations of 1) UNE loops, as defined in this Agreement, with UNE transport, as defined in this Agreement; 2) UNE loops, as defined in this Agreement, with wholesale transport; or 3) UNE transport, as defined in this Agreement, with wholesale loops at the DS1 and/or DS3 level as described in FCC 47 C.F.R. 51.318(b). High-capacity EELs must comply with the service eligibility requirements set forth in Section 5.2.5 below.

5.2.4 By placing an order for a high-capacity EEL, NuVox thereby certifies that the high-capacity EEL service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth may not deny, except as set forth in Section 5.2.6 below, NuVox's request for a high-capacity EEL based upon eligibility criteria, but shall have the right to clarify the order back to NuVox rather than processing the order should the BellSouth representative identify that NuVox does not have a collocation arrangement that meets the requirements of 47 C.F.R. 51.318(c).

5.2.5 **Service Eligibility Criteria**

5.2.5.1 By placing an order for a high-capacity EEL, NuVox certifies that all of the following service eligibility criteria are met for each high-capacity EEL. These service eligibility criteria apply to all wholesale, as well as retail, service offerings by NuVox over high-capacity EELs.

5.2.5.1.1 NuVox has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area;

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

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

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

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

5.2.5.2.4 4) Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of FCC 47 C.F.R. 51.318(c);

5.2.5.2.5 5) Each circuit to be provided to each customer will be served by an interconnection trunk in the same LATA as the customer premises served by the EEL over which NuVox will transmit the calling party's number in connection with calls exchanged over the trunk;

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

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

5.2.6 BellSouth may, on an annual basis, and only based upon cause, conduct an audit of NuVox's records in order to verify compliance with the high capacity EEL eligibility criteria.

5.2.6.1 To invoke its limited right to audit, BellSouth will send a Notice of Audit to NuVox identifying the cause upon which BellSouth rests its allegations. Such Notice of Audit will be delivered to NuVox no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.

5.2.6.2 An AICPA compliant audit shall commence at a mutually agreeable location (or locations) and shall be conducted by an independent auditor that meets the AICPA standards for independence. Unless the Parties mutually agree otherwise, the audit shall be conducted by an auditor retained and paid for by BellSouth from the following list of third party auditors; (1) Grant Thornton, (2) Dixon Hughes, (3) BDO Seidman, and (4) PRG Schultz. If in the selection of any of the four auditors it is determined that a conflict of interest exists with either BellSouth or NuVox, the Parties may agree to waive such conflict of interest to allow the audit to proceed. If no waiver is agreed upon, or if the auditor declines a request for an audit, another auditor from the list above, subject to the same conflict and waiver process, shall be selected. If all the auditors from the list above have a conflict that is not resolved, refuse to proceed or decline such request for an audit, the Parties shall agree to another auditor.

5.2.6.3 The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding NuVox's compliance with the high capacity EEL eligibility criteria.

AICPA standards and other AICPA requirements related to determining the independence of an auditor shall govern the audit of requesting carrier compliance. The concept of materiality governs this audit; the independent auditor's report will conclude whether or the extent to which NuVox complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

5.2.6.4 To the extent the independent auditor's report concludes that NuVox failed to comply with the high capacity EEL service eligibility criteria, NuVox must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

5.2.6.5 To the extent the independent auditor's report concludes that NuVox failed to comply in all material respects with the service eligibility criteria, NuVox shall reimburse BellSouth for the cost of the independent auditor. Similarly, to the extent the independent auditor's report concludes that NuVox did comply in all material respects with the service eligibility criteria, BellSouth will reimburse NuVox for its reasonable and demonstrable costs associated with the audit, including, among other things, staff time. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

5.2.6.6 NuVox will maintain appropriate documentation to support its certifications.

5.3 **UNE-P**

5.3.1 UNE-P is not offered pursuant to this Agreement.

5.3.2 For purposes of this Section 5.3, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

5.3.3 For the purposes of this Section 5.3, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction therewith that were in service for NuVox as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

5.3.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for NuVox's Embedded Base of UNE-P equal to the higher of:

5.3.4.1 The rate at which during NuVox leased that combination of elements on June 15, 2004, plus one dollar; or

5.3.4.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

5.3.4.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Parties Agreement and this Section 5.3.

5.4 **Rates**

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

5.4.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A and B of this Attachment shall be the non-recurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A or B of this Attachment, the rate for such Ordinarily Combined Combination of Network Elements shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibit A and B of this Attachment.

5.4.3 BellSouth shall provide other Currently Combined, Ordinarily Combined and Not Typically Combined UNE Combinations to NuVox in addition to those specifically referenced in this Section 5 above, where available.

5.4.3.1 To the extent NuVox 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 process.

6. Dedicated Transport and Dark Fiber Transport

6.1 Dedicated Transport

6.1.1 BellSouth shall offer unbundled access to Dedicated Transport in accordance with FCC Rules 47 C.F.R. § 51.311 and 51.319 and Section 251(c) (3) of the Act. Dedicated Transport is defined as BellSouth's interoffice transmission facilities, dedicated to a particular customer or carrier that NuVox uses for transmission between wire centers or switches owned by BellSouth and within the same LATA. To the extent that BellSouth has local switching equipment, as defined by the FCC's rules, "reverse collocated" in a non-incumbent LEC premises, the transmission path from this point back to the BellSouth wire center shall constitute Dedicated Transport.

6.2 **Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities**

6.2.1 For purpose of this Section 6.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for NuVox as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 6.2.5.1 and 6.2.5.2 below. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.2.3 For purposes of this Section 6.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for NuVox as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.2.4 For purposes of this Section 6.2, Excess DS1 and DS3 Dedicated Transport means those NuVox DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 6.2.5.3 Subsequent disconnects and loss of customers shall be removed from Excess DS1 and DS3 Dedicated Transport.

6.2.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport meeting the following thresholds for NuVox's Embedded Base and Excess DS1 and DS3 Dedicated Transport during the Transition Period:

6.2.5.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators. (Tier 1 Wire Center).

6.2.5.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center).

6.2.5.3 NuVox may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.

6.2.6 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 6.2.5.1 and 6.2.5.2 above, is set forth in Exhibit C hereto. As of the effective date of this Agreement, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

6.2.7 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities for NuVox's Embedded Base Entrance Facilities only during the Transition Period.

6.2.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for NuVox's Embedded Base of DS1 and DS3 Dedicated Transport and for NuVox's Excess DS1 and DS3 Dedicated Transport, as described in this Section 6.2, equal to the higher of:

6.2.8.1 115% of the rate paid for that element on June 15, 2004; or

6.2.8.2 115% of the new rate the Commission established, if any, between June 16, 2004 and March 11, 2005.

6.2.8.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 6.2.8.

6.2.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for NuVox's Embedded Base Entrance Facilities as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 6.2.8.

6.2.9 The Transition Period shall apply only to (1) NuVox's Embedded Base circuits and Embedded Base Entrance Facilities; and (2) NuVox's Excess DS1 and DS3 Dedicated Transport. NuVox shall not add new Entrance Facilities pursuant to this Agreement. Further, NuVox shall not add new DS1 and DS3 Dedicated Transport meeting the thresholds set forth in Sections 6.2.5.1 and 6.2.5.2 pursuant to this Agreement.

6.2.10 For a wire center listed on the Initial Wire Center List that exceeds the thresholds set forth in Section 6.2.5.1, no further DS1 Dedicated Transport unbundling will be required from that wire center to other Tier 1 wire centers.

6.2.11 For a wire center listed on the Initial Wire Center List that exceeds the thresholds set forth in Section 6.2.5.2, no further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.

6.2.12 No later than March 10, 2006 NuVox shall submit spreadsheet(s) identifying all of the Embedded Base circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 6.2. NuVox may transition from these DS1 and DS3 Dedicated Transport, Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 1.5, such spreadsheet shall take the place of an LSR or ASR. If a NuVox chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits or UNE Entrance Facilities to special access circuits, BellSouth will include such DS1 and DS3 UNE Dedicated

Transport circuits and UNE Entrance Facilities once converted within NuVox's total special access circuits and apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport.

6.2.12.1 If NuVox submits the spreadsheets specified in Section 6.2.12 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

6.2.12.2 If NuVox fails to submit the spreadsheet(s) specified in Section 6.2.12 above for all of its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before Mach 10, 2006, BellSouth will identify NuVox's remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.2.12.3 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

6.3 BellSouth shall:

6.3.1 Provide NuVox exclusive use of Dedicated Transport to a particular customer or carrier;

6.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this Section;

6.3.3 Permit, to the extent technically feasible, NuVox to connect Dedicated Transport to equipment designated by NuVox, including but not limited to, NuVox's collocated facilities; and

6.3.4 Permit, to the extent technically feasible and on a nondiscriminatory basis, NuVox to obtain the functionality provided by BellSouth's digital cross-connect systems.

6.4 BellSouth shall offer Dedicated Transport:

6.4.1 As capacity on a shared facility; and

6.4.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to NuVox.

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

6.6 A route is defined as a transmission path between one (1) of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one (1) or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.6.1 Any request to re-terminate one (1) end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A of this Attachment shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.

6.7 **Technical Requirements**

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

6.7.2 For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

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

6.7.3.1 DS0 Equivalent;

6.7.3.2 DS1;

6.7.3.3 DS3; and

6.7.3.4 STS-1.

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

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

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

6.7.6 **BellSouth Technical References:**

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

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

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

6.8 Unbundled Channelization (Multiplexing)

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

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

6.8.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCIs are available: Voice Grade, Digital Data and ISDN.

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

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

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

6.8.3 **Technical Requirements**

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

6.9 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 6.10 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

6.9.1 BellSouth shall provide access to Dark Fiber Transport for test access and testing at termination points (demarcation points) within the relevant Serving Wire Centers. For maintenance troubles after acceptance of the Dark Fiber Transport, NuVox should use the normal trouble reporting process and BellSouth will isolate and correct the problem.

6.9.2 BellSouth shall make Dark Fiber Transport available in accordance with FCC Rule 51.319 (e)(3). Dark Fiber Transport consists of unactivated optical interoffice transmission facilities existing in aerial or underground structures. After NuVox requests Dark Fiber Transport, BellSouth shall provide NuVox with the DB loss report for such Dark Fiber Transport that will reflect the engineered to DB loss.

6.9.3 NuVox may test Dark Fiber Transport obtained from BellSouth using CLEC or CLEC designated personnel. BellSouth shall provide appropriate interfaces to allow NuVox to test Dark Fiber Transport. For maintenance troubles after acceptance of the Dark Fiber Transport, NuVox should use the normal trouble reporting process and BellSouth will isolate and correct the problem to the same engineered to DB loss levels that were met when BellSouth originally provisioned the Dark Fiber Transport to NuVox or BellSouth shall provide NuVox access to other existing, spare strands of Dark Fiber Transport that meet such engineered to DB loss levels.

6.9.4 **Requirements**

6.9.4.1 BellSouth shall make available in a reasonable and nondiscriminatory manner Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber

within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.

6.9.4.2 NuVox may test the quality of the Dark Fiber Transport to determine its usability and performance specifications.

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

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

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

6.9.5 If deployed in BellSouth's network, on a case by case basis, BellSouth may provide wave division multiplexer ("WDM") applications at rates to be negotiated by the Parties. For WDM applications, BellSouth shall provide to NuVox an interface to an existing WDM device or allow NuVox to install its own WDM device (where sufficient system loss margins exist or where NuVox provides the necessary loss compensation) to multiplex the traffic at wavelengths. This applies to both the transmit and the receive ends of the Dark Fiber.

6.10 **Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities**

6.10.1 For purposes of this Section 6.10, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

6.10.2 For purposes of this Section 6.10, Embedded Base means Dark Fiber Transport that was in service for NuVox as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 6.10.4.1 below. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.10.3 For purposes of this Section 6.10, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for NuVox as of March 11,

2005 in those wire centers that, as of such date, met the criteria set forth in Section 6.10.4.1 below. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.10.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport that, as of March 11, 2005 met the criteria set forth in Section 6.10.4.1 below for NuVox's Embedded Base only during the Transition Period:

6.10.4.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators. (Tier 2 Wire Center).

6.10.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Section 6.10.4.1 above, is set forth in Exhibit C hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

6.10.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for NuVox's Embedded Base and Embedded Base Dark Fiber Entrance Facilities shall be equal to the higher of:

6.10.6.1 115% of the rate paid for that element on June 15, 2004; or

6.10.6.2 115% of a new rate the Commission established, if any, between June 16, 2004 and March 11, 2005.

6.10.6.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 6.10.6.

6.10.6.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for NuVox's Embedded Base Entrance Facilities as set forth in this Section 6.10.6.

6.10.7 The Transition Period shall apply only to NuVox's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. NuVox shall not add new Dark Fiber Transport as described in this Section 6.10. NuVox shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

6.10.8 For Wire Centers listed on the Initial List that exceed the threshold set forth in Section 6.10.4.1, BellSouth will not be required to provide NuVox future access to Dark Fiber Transport from those wire centers.

6.10.9 No later than September 10, 2006 NuVox shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.5. NuVox may transition from these Dark

Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 1.5, such spreadsheet shall take the place of an LSR or ASR. If NuVox chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within NuVox's total special access circuits and apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.

6.10.9.1 If NuVox submits the spreadsheets specified in Section 6.10.9 for all its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

6.10.9.2 If NuVox fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify NuVox's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.10.9.3 For Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

6.11 **Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future**

6.11.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 6.10.4.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

6.11.2 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundled new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.7 above.

6.11.3 For purposes of Section 6.11, BellSouth shall make available dark fiber transport that was in service for NuVox in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

6.11.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

6.11.5 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

6.11.6 No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List NuVox shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 1.5, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a NuVox chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within NuVox's total special access circuits and apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

6.11.6.1 If NuVox submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges are applicable.

6.11.6.2 If NuVox fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify NuVox's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.11.7 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits

should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

6.12 **Rearrangements**

6.12.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working NuVox circuit from one CFA to another NuVox CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A shall apply.

6.12.2 Requests to reterminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.

6.12.3 Upon request of NuVox, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 6.12.1 and 6.12.2 above. NuVox may request OC-TS for such orders, and such OC-TS will be available at times designated by NuVox twenty-four (24) hours a day, seven (7) days a week except on National Holidays.

6.12.4 BellSouth shall accept a LOA between NuVox and another carrier that will allow NuVox to connect Dedicated Transport or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA.

6.12.5 Rearrangement of an EEL to a standalone UNE-L that requires a CFA change: NuVox may utilize the EEL to UNE-L retermination process, as described in BellSouth's Enhanced Extended Link (EEL) to Unbundled Network Element-Loop (UNE-L) Re-Termination guide, available at http://interconnection.bellsouth.com/guides, to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the customer Serving Wire Center as a standalone UNE-L. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.

6.12.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. NuVox shall also be charged applicable service order, collocation cross-connect and EEL disconnect charges, where such charges have not already been paid by NuVox, as set forth in Exhibit A of this Attachment.

6.12.7 The EEL to UNE-L retermination process is not available when the rearrangement requires a dispatch outside the serving wire center where the Loop terminates. If an outside dispatch is required, or if NuVox elects not to utilize the EEL to UNE-

L retermination process, NuVox must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, NuVox will be charged the EEL disconnect charges, where such charges have not already been paid by NuVox, and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.

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

7.1 911 and E911 databases. BellSouth shall provide NuVox with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 CFR 319(f).

7.2 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. NuVox will be required to provide BellSouth daily updates to the E911 database. NuVox 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 NuVox's end users.

7.3 **Technical Requirements**

7.3.1 BellSouth shall provide NuVox the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to NuVox after NuVox provides end user information for input into the ALI/DMS database.

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

7.4 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.

7.4.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.

7.4.1.1 The database capability allows NuVox to offer an E911 service to its PBX customers that identifies to the PSAP the physical location of the NuVox PBX 911 end user station telephone number for the 911 call that is placed by the end user.

7.4.2 NuVox may order either the database capability or the transport component as desired or NuVox may order both components of the service.

7.4.3 911 PBX Locate Database Capability. NuVox's customer or NuVox's customer's database management agent (DMA) must provide the end user PBX

station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.

7.4.4 Ordering, provisioning, testing and maintenance shall be provided by NuVox pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.

7.4.5 NuVox's customer, or NuVox's customer database management agent must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of NuVox to ensure that the customer or DMA maintain the data pertaining to each end user's extension managed by the 911 PBX Locate Service product. NuVox should not submit telephone number updates for specific PBX station telephone numbers that are submitted by NuVox's customer, or NuVox's customer DMA under the terms of 911 PBX Locate product.

7.4.6 NuVox must provision all PBX station numbers in the same LATA as the E911 tandem.

7.4.7 NuVox agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by NuVox's customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by NuVox or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. NuVox is responsible for assuring that its authorized customers comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to NuVox's customer or DMA pursuant to these terms. Specifically, NuVox's customer or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

7.4.8 NuVox may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for NuVox's customers' telephone numbers for which it has direct management authority.

7.4.9 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires NuVox to order a CAMA type dedicated trunk from NuVox's customer premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.

7.4.10 Except as otherwise set forth below, a minimum of two (2) customer specific, dedicated 911 trunks are required between the NuVox's customer premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. NuVox is responsible for connectivity between the customer's PBX and NuVox's switch or POP location. NuVox will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a NuVox purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). NuVox is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

7.4.11 Ordering and Provisioning. NuVox will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) customer specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.

7.4.12 Testing and maintenance shall be provided by NuVox pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.

7.4.13 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by NuVox pursuant to the terms and conditions set forth in Attachment 3.

8. Operational Support Systems (OSS)

8.1 BellSouth shall provide NuVox with nondiscriminatory access to operations support systems on an unbundled basis, in accordance with 47 CFR 51.319(g) and as set forth in Attachment 6. Operations support system ("OSS") functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by BellSouth's databases and information. BellSouth, as part of its duty to provide access to the pre-ordering function, shall provide NuVox with nondiscriminatory access to the same detailed information about the loop that is available to BellSouth.

8.2 **Cancellation OSS Charge**

8.2.1 NuVox will incur an OSS charge for an accepted LSR that is later canceled.

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

8.3 Network Elements and Other Services Manual Additive

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

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN
	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 contract established in															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.90	0.00	1.83	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	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,NTCVG, NTCUD, NTCD1	SDASP		90.00									
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																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.40	135.75	82.47	63.53	12.01						

UNBUNDLED NETWORK ELEMENTS - Florida																	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.87	135.75	82.47	63.53	12.01						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		24.97	3.52								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.46	5.01								
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35								
		Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	16.89	167.86	115.15	67.08	15.56						
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56						
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		24.97	3.52								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.46	5.01								
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35								
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71						
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71						
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71						
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.61	44.15								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8.30	149.53	103.85	75.05	15.63						
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63						
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12						
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.19	40.39								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12						
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.86	193.31	138.98	77.15	12.61						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		24.97	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.46	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		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						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		24.97	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.46	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.11	49.74								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12						
	CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)			UCL	UREWO		97.21	42.47								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	2-Wire Unbundled Copper Loop/Long - includes manual srvc. Inquiry and facility reservation-Zone 1		1	UCL	UCL2L	37.07	148.50	102.82	75.05	15.63		11.90				
	2-Wire Unbundled Copper Loop/Long - includes manual srvc. Inquiry and facility reservation-Zone 2		2	UCL	UCL2L	50.04	148.50	102.82	75.05	15.63		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida

Attachment: 2 Exh A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Unbundled Copper Loop/Long - includes manual srvc. Inquiry and facility reservation-Zone 3		3	UCL	UCL2L	96.67	148.50	102.82	75.05	15.63		11.90				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation-Zone 1		1	UCL	UCL2W	37.07	123.81	70.09	60.64	9.12		11.90				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation-Zone 2		2	UCL	UCL2W	50.04	123.81	70.09	60.64	9.12		11.90				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation-Zone 3		3	UCL	UCL2W	96.67	123.81	70.09	60.64	9.12		11.90				
	2-Wire Unbundled Copper Loop/Long - includes manual srvc. Inquiry and facility reservation-Zone 1		1	UCL	UCL4L	64.52	177.87	132.76	77.15	17.73		11.90				
	2-Wire Unbundled Copper Loop/Long - includes manual srvc. Inquiry and facility reservation-Zone 2		2	UCL	UCL4L	87.09	177.87	132.76	77.15	17.73		11.90				
	2-Wire Unbundled Copper Loop/Long - includes manual srvc. Inquiry and facility reservation-Zone 3		3	UCL	UCL4L	168.25	177.87	132.76	77.15	17.73		11.90				
	2-Wire Unbundled Copper Loop/Long - includes without manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4O	64.52	153.18	100.03	62.74	11.22		11.90				
	2-Wire Unbundled Copper Loop/Long - includes without manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4O	87.09	153.18	100.03	62.74	11.22		11.90				
	2-Wire Unbundled Copper Loop/Long - includes without manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4O	168.25	153.18	100.03	62.74	11.22		11.90				
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		97.21	42.47								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL,USL	OCOSL		23.02									
	Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.61	44.15								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.11	49.74								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.07	43.04								
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		24.97	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.46	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		24.97	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.46	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		24.97	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.46	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		24.97	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		26.46	5.01								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.69	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.20	49.57	22.83	25.62	6.57						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.97	49.57	22.83	25.62	6.57						
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		48.65	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.95	23.95								
	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									
	Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49									
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	7.69	44.98	20.90	24.88	6.45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	10.92	44.98	20.90	24.88	6.45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	19.38	44.98	20.90	24.88	6.45						
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		48.65	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.95	23.95								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00									
	Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49									
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18K ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00									
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00									
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52									
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		487.23									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		6.25									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		169.25									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		38.65									
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.29	60.19	21.78	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.58	68.83	30.42	49.71	6.60						

UNBUNDLED NETWORK ELEMENTS - Florida

Attachment: 2 Exh A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.96	51.84	13.44	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	9.37	55.91	17.51	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		48.65	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.95	23.95								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	Loop Tagging Service Level 1, 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 Pair			UENTW	UENPP	0.4572	18.02									
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71.49	48.87								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113.89	89.07								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		52.17	52.17								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6784	0.6784								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61						
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97	49.57	22.83	25.62	6.57						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0502	11.57	11.57	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0091										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0091										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0091										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0091										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0091										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1856										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	3.87										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	3.87										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56						
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV4	23.52										
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV4	33.42										
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV4	59.29										
	Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	41.96										
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	59.63										
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	105.80										
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	9.78										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	611.70										
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	9.78										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	621.79										
	UNBUNDLED DARK FIBER - Stand Alone or in Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	26.85										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		751.34	193.88								
DARK FIBER																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF, UDFCX	1L5DC	53.87										
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF, UDFCX	1L5DL	53.87										
8XX ACCESS TEN DIGIT SCREENING																
	8XX Access Ten Digit Screening, Per Call					0.0006252										
	8XX Access Ten Digit Screening, w/ 8FL No. Delivery, per query					0.0006252										
	6XX Access Ten Digit Screening, w/ POTS No. Delivery, per query					0.0006252										
LINE INFORMATION DATA BASE ACCESS (LIDB)																
	LIDB Common Transport Per Query					0.0000203										
	LIDB Validation Per Query					0.0136959										
	LIDB Originating Point Code Establishment or Change			OQU	NRBPX		55.13	55.13	55.13	55.13						
CALLING NAME (CNAM) SERVICE																
	CNAM for DB Owners, Per Query					0.001024										
	CNAM for Non DB Owners, Per Query					0.001024										
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93.55	93.55	12.71	12.71						
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment						193,444.00		7,737.00							
	End Office Establishment						187.36	187.36	0.69	0.69						
	Query NRC, per query					0.0031868										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		43.56	43.56	44.93	44.93						
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8.64	8.64	10.03	10.03						
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8.64	8.64	10.03	10.03						
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		38.66	38.66	29.88	29.88						
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75.10	75.10	12.93	12.93						
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0028										
	AIN SMS Access Service - Session, Per Minute					0.7809										
	AIN SMS Access Service - Company Performed Session, Per Minute					0.4609										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.92										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	10.92										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84						
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used In Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	48.00	6.31						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	48.00	6.31						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	48.00	6.31						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	48.00	6.31						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	48.00	6.31						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	48.00	6.31						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.92										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	386.68	244.42	154.73	67.10	26.27						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	10.92										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0091										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0091										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	22.58	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0091										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0091										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1856										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	3.87										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	3.87										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.92	23.82	2.07	0.80						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.09	7.67	0.773	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	211.19	115.60	56.54	12.16	4.26						
	Voice Grade COCI in combination			UNCVX	1D1VG	1.38	6.71	4.84								
	Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.38	6.71	4.84	0.00	0.00						
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	2.10	6.71	4.84	0.00	0.00						
	OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	2.10	6.71	4.84	0.00	0.00						
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	3.66	6.71	4.84	0.00	0.00						
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	3.66	6.71	4.84	0.00	0.00						
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66	6.71	4.84	0.00	0.00						
	DS1 COCI in combination			UNC1X	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.76	6.71	4.84	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNCSX, U1TS1, UDF,UDFCX	UNCCC		8.98	8.98								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		36.82	16.12								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.63		1.63							
	DS1 DCS Termination with DS0 Switching					27.39	32.89	23.58	16.96	12.77						
	DS1 DCS Termination with DS1 Switching					11.70	25.07	15.76	13.05	8.86						
	DS3 DCS Termination with DS1 Switching					146.81	32.89	23.58	16.96	12.77						
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	16.35										
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.07	43.04								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.90	18.90								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
	Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	60.54	48.00	6.31						

UNBUNDLED NETWORK ELEMENTS - Florida

Attachment: 2 Exh A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	18.89	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	60.54	48.00	6.31						
	Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1656										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74								
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Commingled DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.92										
	Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.60	56.54	12.16	4.26						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	3.87										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	3.87										
	Commingled Dry Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	26.85										
	Commingled Dry Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								
SIGNALING (CCS7)																
	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.															
	CCS7 Signaling Usage, Per TCAP Message					0.0000607bk										
	CCS7 Signaling Usage, Per ISUP Message					0.0000152bk										
LNP Query Service																
	LNP Charge Per query					0.000852										
	LNP Service Establishment Manual						13.83	13.83	12.71	12.71						
	LNP Service Provisioning with Point Code Establishment						655.50	334.88	297.03	218.40						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,820.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.14									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.66									
	PBX Locate Service Support per CLEC (MonthII)			9PBDC	9PBMR	178.80										
	Service Order Charge			9PBDC	9PBSC		11.90									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	The Exchange Switching Port Rates Reflected Here Apply to Embedded Base Switching Ports as of March 10, 2005 and Consist of the TELRIC Cost Based Rates Plus $1.00 in Accordance with the TRRO.															
	Exchange Ports															
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	2.40	3.74	3.63	1.88	1.80						
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	2.40	3.74	3.63	1.88	1.80						

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	2.40	3.74	3.63	1.88	1.80						
	Exchange Ports - 2-Wire VG unbundled Florida area calling with Caller ID - Res.			UEPSR	UEPAF	2.40	3.74	3.63	1.88	1.80						
	Exchange Ports - 2-Wire VG unbundled Florida Residence Area Calling Plan, without Caller ID capability			UEPSR	UEPA9	2.40	3.74	3.63	1.88	1.80						
	Exchange Ports - 2-Wire VG unbundled Florida extended dialing port for use with CREX7 and Caller ID			UEPSR	UEPA1	2.40	3.74	3.63	1.88	1.80						
	Exchange Ports - 2-Wire VG unbundled Florida extended dialing port for use with CREX7, without Caller ID capability			UEPSR	UEPA8	2.40	3.74	3.63	1.88	1.80						
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	2.40	3.74	3.63	1.88	1.80						
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	2.40	3.74	3.63	1.88	1.80						
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00								
FEATURES																
	All Available Vertical Features			UEPSR	UEPVF	2.26	0.00	0.00								
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	2.40	3.74	3.63	1.88	1.80						
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	2.40	3.74	3.63	1.88	1.80						
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	2.40	3.74	3.63	1.88	1.80						
	Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	2.40	3.74	3.63	1.88	1.80						
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	2.40	3.74	3.63	1.88	1.80						
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00								
FEATURES																
	All Available Vertical Features			UEPSB	UEPVF	2.26	0.00	0.00								
EXCHANGE PORT RATES (DID & PBX)																
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	2.40	39.06	18.18	12.35	0.7187						
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	2.40	39.06	18.18	12.35	0.7187						
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	2.40	39.06	18.18	12.35	0.7187						
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	2.40	39.06	18.18	12.35	0.7187						
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	2.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	2.40	39.06	18.18	12.35	0.7187						
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	2.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	2.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	2.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	2.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	2.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	2.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	2.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	2.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	2.40	39.06	18.18	12.35	0.7187						
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00								
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	2.26	0.00	0.00								
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
2-WIRE VOICE GRADE LINE PORT RATES (DID)																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	9.73	78.41	15.82	41.94	4.26						
2-WIRE VOICE GRADE LINE PORT RATES (ISDN-BRI)																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX, UEPSX	U1PMA	8.83	46.83	50.68	27.64	11.93						
	All Features Offered			UEPTX, UEPSX	UEPVF	2.26	0.00	0.00								
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	0.00	0.00								
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY																
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE																
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	2.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	2.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	2.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	2.40	3.74	3.63	1.88	1.80						
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		0.102	0.102								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		0.102	0.102								
UNBUNDLED REMOTE CALL FORWARDING - Bus																
	Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	2.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	2.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	2.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	2.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	2.40	3.74	3.63	1.88	1.80						
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		0.102	0.102								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.102	0.102								
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																
	End Office Switching Function, Per MOU					0.0007662										
	End Office Trunk Port - Shared, Per MOU					0.000164										
Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0.0001319										
	Tandem Trunk Port - Shared, Per MOU					0.000235										
	Tandem Switching Function Per MOU (Melded)					0.000027185										
	Tandem Trunk Port - Shared, Per MOU (Melded)					0.000048434										
Melded Factor: 20.61% of the Tandem Rate																
Common Transport																
	Common Transport - Per Mile, Per MOU					0.0000035										
	Common Transport - Facilities Termination Per MOU					0.0004372										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
>Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
>The UNE-P Switching Port Rates Reflected in the Cost Based Section Apply to Embedded Base UNE-Ps as of March 10, 2005 and Consist of the TELRIC Cost Based Rates Plus $1.00 in Accordance with the TRRO.																
>Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
>End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
>The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1					11.94										
	2-Wire VG Loop/Port Combo - Zone 2					16.05										
	2-Wire VG Loop/Port Combo - Zone 3					26.80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	24.63										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	2.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	2.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	2.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	2.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundles res. low usage line port with Caller ID (LUM)			UEPRX	UEPAP	2.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Florida extended dialing with Caller ID			UEPRX	UEPA1	2.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Florida extended dialing port without Caller ID capability			UEPRX	UEPA8	2.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Florida Area Calling Port without Caller ID Capability			UEPRX	UEPA9	2.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	2.17	53.31	26.46	27.50	8.37						
FEATURES																
	All Features Offered			UEPRX	UEPVF	2.26	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.102	0.102								
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.102	0.102								
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		0.102									
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRX	URETL		8.33	0.83								
OFF/ON PREMISES EXTENSION CHANNELS																
	2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPRX	UEAEN	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPRX	UEAEN	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPRX	UEAEN	26.97	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Extension Loop – Design		1	UEPRX	UEAED	12.24	135.75	82.47	63.53	12.01						
	2 Wire Analog Voice Grade Extension Loop – Design		2	UEPRX	UEAED	17.40	135.75	82.47	63.53	12.01						
	2 Wire Analog Voice Grade Extension Loop – Design		3	UEPRX	UEAED	30.87	135.75	82.47	63.53	12.01						
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRX	U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRX	U1TVM	0.0091	0.00	0.00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1					11.94										
	2-Wire VG Loop/Port Combo - Zone 2					16.05										
	2-Wire VG Loop/Port Combo - Zone 3					26.80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	13.86										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	24.63										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	2.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	2.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	2.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	2.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	2.17	53.31	26.46	27.50	8.37						
FEATURES																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	All Features Offered			UEPBX	UEPVF	2.26	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.102	0.102								
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.102	0.102								
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS															
	2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPBX	UEAEN	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPBX	UEAEN	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPBX	UEAEN	26.97	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Extension Loop – Design		1	UEPBX	UEAED	12.24	135.75	82.47	63.53	12.01						
	2 Wire Analog Voice Grade Extension Loop – Design		2	UEPBX	UEAED	17.40	135.75	82.47	63.53	12.01						
	2 Wire Analog Voice Grade Extension Loop – Design		3	UEPBX	UEAED	30.87	135.75	82.47	63.53	12.01						
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0.0091	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1					11.94										
	2-Wire VG Loop/Port Combo - Zone 2					16.05										
	2-Wire VG Loop/Port Combo - Zone 3					26.80										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	24.63										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	2.17	174.81	100.65	75.88	12.73						
	FEATURES															
	All Features Offered			UEPRG	UEPVF	2.26	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		8.45	1.91								
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		8.45	1.91								
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS															
	Local Channel Voice grade, per termination		1	UEPRG	P2JHX	12.24	135.75	82.47	63.53	12.01						
	Local Channel Voice grade, per termination		2	UEPRG	P2JHX	17.40	135.75	82.47	63.53	12.01						
	Local Channel Voice grade, per termination		3	UEPRG	P2JHX	30.87	135.75	82.47	63.53	12.01						
	Non-Wire Direct Serve Channel Voice Grade		1	UEPRG	SDD2X	12.92	120.38	43.56	95.00	10.54						
	Non-Wire Direct Serve Channel Voice Grade		2	UEPRG	SDD2X	18.36	120.38	43.56	95.00	10.54						
	Non-Wire Direct Serve Channel Voice Grade		3	UEPRG	SDD2X	32.58	120.38	43.56	95.00	10.54						
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	25.32	47.35	31.78								

UNBUNDLED NETWORK ELEMENTS - Florida																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0.0091	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1					11.94										
	2-Wire VG Loop/Port Combo - Zone 2					16.05										
	2-Wire VG Loop/Port Combo - Zone 3					26.80										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	13.86										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	24.63										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	2.17	174.81	100.65	75.88	12.73						
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	2.17	174.81	100.65	75.88	12.73						
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPPI	2.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	2.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	2.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	2.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	2.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	2.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	2.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	2.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	2.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	2.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	2.17	174.81	100.65	75.88	12.73						
	FEATURES															
	All Features Offered			UEPPX	UEPVF	2.26	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		8.45	1.91								
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		8.45	1.91								
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS															
	Local Channel Voice grade, per termination		1	UEPPX	P2JHX	12.24	135.75	82.47	63.53	12.01						
	Local Channel Voice grade, per termination		2	UEPPX	P2JHX	17.40	135.75	82.47	63.53	12.01						
	Local Channel Voice grade, per termination		3	UEPPX	P2JHX	30.87	135.75	82.47	63.53	12.01						
	Non-Wire Direct Serve Channel Voice Grade		1	UEPPX	SDD2X	12.92	120.38	43.56	95.00	10.54						
	Non-Wire Direct Serve Channel Voice Grade		2	UEPPX	SDD2X	18.36	120.38	43.56	95.00	10.54						
	Non-Wire Direct Serve Channel Voice Grade		3	UEPPX	SDD2X	32.58	120.38	43.56	95.00	10.54						
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX	U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0.0091	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo – Zone 1					11.94										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Coin Port/Loop Combo – Zone 2					16.05										
	2-Wire VG Coin Port/Loop Combo – Zone 3					26.80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	24.63										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	2.17	53.31	26.46	27.50	8.37						
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	2.17	53.31	26.46	27.50	8.37						
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	2.17	53.31	26.46	27.50	8.37						
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	2.17	53.31	26.46	27.50	8.37						
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	2.17	53.31	26.46	27.50	8.37						
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	2.17	53.31	26.46	27.50	8.37						
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	2.17	53.31	26.46	27.50	8.37						
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	2.17	53.31	26.46	27.50	8.37						
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.86	0.00	0.00	0.00	0.00						
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.102	0.102								
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.102	0.102								
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8.33	0.83								
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1					14.64										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2					19.80										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3					33.27										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	12.24										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	17.40										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	30.87										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPFR	UEPRL	2.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	2.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	2.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPFR	UEPAF	2.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	2.40	174.81	100.65	75.88	12.73						
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0091										
FEATURES																
	All Features Offered			UEPFR	UEPVF	2.26	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		16.97	3.73								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		16.97	3.73								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.21	1.10								
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1					14.64										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2					19.80										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3					33.27										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	12.24										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	17.40										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	30.87										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	2.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	2.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	2.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	2.40	174.81	100.65	75.88	12.73						
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0091										
FEATURES																
	All Features Offered			UEPFB	UEPVF	2.26	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		16.97	3.73								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		16.97	3.73								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.21	1.10								
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1					14.64										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2					19.80										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3					33.27										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	12.24										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	17.40										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	30.87										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	2.40	174.81	100.65	75.88	12.73						
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	2.40	174.81	100.65	75.88	12.73						
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	2.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	2.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	2.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	2.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	2.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	2.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	2.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	2.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	2.40	174.81	100.65	75.88	12.73						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	2.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	2.40	174.81	100.65	75.88	12.73						
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.0091										
FEATURES																
	All Features Offered			UEPFP	UEPVF	2.26	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-Is			UEPFP	USAC2		16.97	3.73								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		16.97	3.73								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11.21	1.10								
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1					21.95										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2					27.11										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3					40.58										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	12.24										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	17.40										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	30.87										
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	9.71	214.16	98.29								
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.85	1.87								
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.85	1.87								
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32.26	32.26								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11.21	1.10								
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1					23.63										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2					30.05										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3					46.84										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	15.25										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	21.67										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	38.46										
UNE Port Rate																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPR	UEPPR	8.38	194.52	145.09								
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPB	8.38	194.52	145.09								
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	25.22	17.00								
ADDITIONAL NRCs																
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB UEPPR	URETN		11.21	1.10								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB UEPPR	URETL		8.33	0.83								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS. & TN)																
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	2.26	0.00	0.00								
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	25.3291	47.35	31.78	18.31	7.03						
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0091	0.00	0.00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design					11.94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					16.05										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					26.80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					14.41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					19.57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					33.04										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	9.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	13.88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	24.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	12.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	17.40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	30.87										
UNE Ports																
All States (Except North Carolina and Sout Carolina)																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex with Caller ID)Note1 Basic Local Area			UEP91	UEPYH	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Note 2, 3 Basic Local Area			UEP91	UEPYM	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port. Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	2.17	139.49	86.10	65.41	13.81						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	2.17	53.31	26.46	27.50	8.37						
	Georgia and Florida Only					2.17										
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPHA	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPHB	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPHH	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP91	UEPHM	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term			UEP91	UEPHZ	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPH9	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPH2	2.17	53.31	26.46	27.50	8.37						
	Local Switching															
	Centrex intercom Funtionality, per port			UEP91	URECS	0.7384										
	Features															
	All Standard Features Offered, per port			UEP91	UEPVF	2.26										
	All Select Features Offered, per port			UEP91	UEPVS	0.00	370.70									
	All Centrex Control Features Offered, per port			UEP91	UEPVC	2.26										
	NARS															
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP91	CENA6	8.73										
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	25.32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0091										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		21.50	8.42								
	Conversion of Existing Centrex Common Block			UEP91	USACN		5.17	8.32								
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	618.82									
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	618.82									
	Secondary Block, per Block			UEP91	M2CC1	0.00	71.31									
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	66.48									
	UNE-P CENTREX - 5ESS (Valid In All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design					11.94										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					16.05										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					26.80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					14.41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					19.57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					33.04										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	9.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	13.88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	24.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	12.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	17.40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	30.87										
UNE Port Rate																
All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP95	UEPYM	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP95	UEPYZ	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	2.17	53.31	26.46	27.50	8.37						
AL, KY, LA, MS, SC, & TN Only						2.17										
FL & GA Only						2.17										
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPHA	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPHB	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPHH	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP95	UEPHM	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP95	UEPHZ	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPH9	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPH2	2.17	53.31	26.46	27.50	8.37						
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.7384										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	2.26										
	All Select Features Offered, per port			UEP95	UEPVS	0.00	370.70									
	All Centrex Control Features Offered, per port			UEP95	UEPVC	2.26										
NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00	0.00	0.00						
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	8.73										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	54.95										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	15.69									
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP95	M1GBC	25.32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.0091										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP95	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2	0.00	21.50	8.42								
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		5.17	8.32								
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	618.82									
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	618.82									
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	86.48									
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11.21	1.10								
	UNE-P CENTREX - DMS100 (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design					11.94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					16.05										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					26.80										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					14.41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					19.57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					33.04										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	9.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	13.88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	24.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	12.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	17.40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	30.87										
	UNE Port Rate															
	ALL STATES															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	2.17										
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	2.17	53.31	26.46	27.50	8.37						

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYW	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYJ	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3-Basic Local Area			UEP9D	UEPYM	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local Area			UEP9D	UEPYO	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPYZ	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	2.17	53.31	26.46	27.50	8.37						
FL & GA Only						2.17										
	2-Wire Voice Grade Port (Centrex)			UEP9D	UEPHA	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPHB	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-PSET)4			UEP9D	UEPHC	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5009)4			UEP9D	UEPHD	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5209)4			UEP9D	UEPHE	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5112)4			UEP9D	UEPHF	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5312)4			UEP9D	UEPHG	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5008)4			UEP9D	UEPHT	2.17	53.31	26.46	27.50	8.37						

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-M5208)4			UEP9D	UEPHU	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5216)4			UEP9D	UEPHV	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5316)4			UEP9D	UEPH3	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPHH	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPHW	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPHJ	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPHM	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPHO	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPHP	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPHQ	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPHR	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3,4			UEP9D	UEPHS	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPH4	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPH5	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPH6	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPH7	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPHZ	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPH9	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPH2	2.17	53.31	26.46	27.50	8.37						
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.7384										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	2.26										
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	370.70									
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	2.26										
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00	0.00	0.00						
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	8.73										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	54.95										
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	15.69									
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	25.32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										

UNBUNDLED NETWORK ELEMENTS - Florida																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		21.50	8.42								
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		5.17	8.32								
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	618.82									
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	618.82									
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	66.48									
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11.21	1.10								
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design					11.94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					16.05										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					26.80										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					14.41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					19.57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					33.04										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	9.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	13.88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	24.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	12.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	17.40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	30.87										
	UNE Port Rate															
	AL, FL, KY, LA, MS, & TN only															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP9E	UEPYM	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	2.17	53.31	26.46	27.50	8.37						
	Florida Only					2.17										
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPHA	2.17	53.31	26.46	27.50	8.37						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPHB	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPHH	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP9E	UEPHM	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9E	UEPHZ	2.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPH9	2.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPH2	2.17	53.31	26.46	27.50	8.37						
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.7364										
Features																
	All Standard Features Offered, per port			UEP9E	UEPVF	2.26										
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	370.70									
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	2.26										
NARS																
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00	0.00	0.00						
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9E	CEND6	8.73										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9E	M1HD1	54.95										
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	15.69									
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9E	M1GBC	25.32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0.0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		21.50	8.42								
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		5.17	8.32								
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	618.82									
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	618.82									
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	66.48									
Additional Non-Recurring Charges (NRC)																
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9E	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9E	URETN		11.21	1.10								
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
Note 2 - Requres Interoffice Channel Mileage																
Note 3 - Installation is combination of installation charge for SL2 Loop and Port																
Note 4 - Requires Specific Customer Premises Equipment																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

UNBUNDLED NETWORK ELEMENTS - Florida

Attachment: 2 Exh. B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.30										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.80										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	20.94										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.30										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.80										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	20.94										
	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	12.49										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.76										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.50										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.49										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.76										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.50										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	81.35										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	115.62										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	205.15										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.56										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	444.91										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.56										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	490.59										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	101.71										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1231.65										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1214.40										
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 DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	81.35										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	115.62										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	205.15										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	101.71										
		EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.56										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	444.91										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.45										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1231.65										
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	12.56										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	490.59										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.45										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1214.40										

Florida Initial List of Unimpaired Wire Centers

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLPL	86,923	>4	1	No DS1/3
MIAMFLGR	68,580	>4	1	No DS1/3
ORLDFLMA	57,966	>4	1	No DS3
FTLDFLMR	55,881	>4	1	No DS3
GSVLFLMA	55,681	4	1	No DS3
ORLDFLPC	45,792	>4	1	No DS3
MIAMFLHL	43,021	>4	1	No DS3
JCVLFLCL	42,452	>4	1	No DS3
MIAMFLAE	41,912	>4	1	No DS3
BCRTFLMA	40,746	>4	1	No DS3
PRRNFLMA	37,969	3	2	
HLWDFLPE	37,415	4	1	
WPBHFLHH	36,053	3	2	
HLWDFLWH	34,022	--	2	
PMBHFLMA	33,993	4	1	
WPBHFLAN	33,521	4	1	
ORLDFLPH	33,148	4	1	
MLBRFLMA	32,547	4	1	
DYBHFLMA	32,282	>4	1	
FTLDFLCY	31,487	4	1	
ORLDFLAP	31,234	3	2	
PNSCFLFP	30,863	--	2	
FTLDFLPL	29,469	>4	1	
FTLDFLJA	29,209	>4	1	
PNSCFLBL	28,685	4	1	
BCRTFLBT	26,601	--	2	
WPBHFLGR	26,527	3	2	
ORLDFLSA	26,126	>4	1	
PMBHFLFE	25,909	4	1	
STRTFLMA	25,577	--	2	
WPBHFLGA	24,885	--	2	
MIAMFLRR	24,740	3	2	
DRBHFLMA	24,695	1	2	
MIAMFLBR	24,482	--	2	
MIAMFLPB	24,380	4	1	
JCVLFLSJ	24,088	3	2	
MIAMFLSO	23,802	3	2	
MIAMFLWM	23,310	4	1	
FTLDFLOA	23,008	>4	1	
MIAMFLCA	22,645	3	2	

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
ORLDFLCL	20,828	>4	1	
MNDRFLLO	20,180	3	2	
NDADFLGG	18,239	>4	1	
COCOFLMA	18,097	4	1	
JCVLFLSM	17,820	>4	1	
WPBHFLLE	13,622	3	2	

Attachment 3

Network Interconnection

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NETWORK INTERCONNECTION

1. GENERAL

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

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

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

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

2.1.2 **Automatic Number Identification ("ANI")** corresponds to the seven (7)/ten (10)-digit telephone number assigned by the serving local exchange carrier.

2.1.3 **Basic 911 Service ("B911")** routes a 9-1-1 call to one (1) centralized answering location.

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

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

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

2.1.7 **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 to herein must be registered in the Local Exchange Routing Guide ("LERG").

2.1.8 **Cross Connect** is as defined in Attachment 4 of the Interconnection Agreement. If a Party provisions a cross connect for the purposes of interconnection under this Attachment 3, and such cross connect is not associated with a physical or virtual collocation arrangement, the provisioning party shall not charge for such cross connect.

2.1.9 **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.

2.1.10 **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.

2.1.11 **Enhanced 911 Service** routes a 9-1-1 call to one (1) centralized answering location and provides features not present in Basic 911 Service, including ANI and ALI and Selective Routing.

2.1.12 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one (1) Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.1.13 **Interconnection Point ("IP")** is a physical telecommunications equipment interface that interconnects the networks of BellSouth and NuVox.

2.1.14 **ISP-Bound Traffic** is calls to an information service provider/enhanced service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits).

2.1.15 **Local Channel** is defined as a switched transport facility between a Party's Point of Presence and its designated Serving Wire Center where the Point of Presence is not located within the designated Serving Wire Center.

2.1.16 **Local Traffic** is defined as any traffic that is originated by a customer of one (1) Party and is terminated to a customer of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements. Additionally, Local Traffic includes any cross boundary, intrastate, interLATA or interstate interLATA calls established as a local call by the ruling regulatory body.

2.1.17 A **Point of Presence** is the physical location at which a Party establishes itself for obtaining access to the other Party's network.

2.1.18 **Public Safety Answering Point ("PSAP")** is the answering location for 911 calls.

2.1.19 **Reciprocal Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by NuVox.

2.1.20 **Selective Routing ("SR")** is a standard feature that routes an E911 call from the 9-1-1 tandem to the designated PSAP based upon the address of the ANI of the calling party.

2.1.21 **Serving Wire Center** is defined as the wire center owned or leased by one (1) Party that is designated by that Party to serve the geographic area in which the other Party's POP is located.

2.1.22 **Tandem Switching** is defined as the function that establishes a communications path between two (2) switching offices through a third switching office through the provision of trunk side to trunk side switching.

2.1.22.1 Consistent with FCC rules and orders, a NuVox switch shall be considered a tandem switch if it serves a geographic area comparable to that served by the relevant BellSouth tandem switch. NuVox shall provide to BellSouth supporting data to show such geographic comparability and if the Parties are unable to agree then the issue shall be resolved pursuant to the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

2.1.23 **Transit Traffic** is traffic originating on one (1) Party's network that is switched and/or transported by the other Party and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by one (1) Party and delivered to the other Party's network.

3. NETWORK INTERCONNECTION

3.1 This Attachment pertains only to the provision of network interconnection where NuVox owns, leases from a third party or otherwise provides its own switch(es).

3.2 Network interconnection may be provided by the Parties via any technically feasible method and at any technically feasible point or points in accordance with applicable FCC and Commission rules and orders. In accordance with the terms of this Agreement, network interconnection may be provided via a DS0 where technically feasible and supported by applicable industry standards. Requests for interconnection via methods, such as OCn level interconnection, other than as set forth in this Attachment may be made through the Bona Fide Request ("BFR") process set out in Attachment 11 to this Agreement.

3.2.1 Requests for interconnection at a point or points other than as set forth in this Attachment may be made through the BFR process set out in Attachment 11 to this Agreement. At such time that BellSouth submits a request for interconnection that meets the requirements of this Section 3.2; the Parties will negotiate the rates, terms, and conditions for such request.

3.2.2 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 on BellSouth's network, or as otherwise mutually agreed by the Parties, 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 and ISP-Bound Traffic.

3.2.3 Pursuant to the provisions of this Attachment, the Parties will endeavor in good faith to mutually agree on the location of the initial IP(s) in a given LATA. Both Parties will act in good faith and shall consider points that are efficient for both Parties. If the Parties are unable to agree on the location of the initial IP, in accordance with the terms and conditions set forth in this Attachment each Party may designate a single IP in the LATA for the delivery of Transit Traffic, Local Traffic originated by the other Party and ISP-bound Traffic originated by the other Party. 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.

3.2.4 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Unless mutually agreed otherwise, an additional IP must be established if the following criteria are satisfied: (1) the traffic between NuVox and BellSouth at the proposed additional IP must exceed 8.9 million minutes of Local Traffic and ISP-Bound Traffic per month for three (3) consecutive months; and (2) any end office to be designated as an additional IP must be more than twenty (20) miles from an existing 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.

3.2.5 Upon written notification from the Party requesting the establishment of an additional IP, the receiving Party has twenty (20) business days to analyze, respond to, and negotiate in good faith regarding the establishment of such IP. Should the Parties disagree on how to proceed, the requesting Party may resort to the Dispute Resolution process set forth in the General Terms and Conditions.

3.2.6 When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic and ISP-bound Traffic the Parties must agree to the location of the IP(s).

3.2.7 Notwithstanding any other provision of this Attachment and subject to the requirements for installing additional IPs, as set forth above, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs. BellSouth will not require re-grooming however; NuVox may regroom and augment such IPs.

3.3 **Interconnection via Dedicated Facilities**

3.3.1 With the exception of Transit Traffic, the Parties shall institute a "bill and keep" compensation plan under which neither Party will charge the other Party recurring

and nonrecurring charges for trunks (one-way or two-way), trunk ports and associated dedicated facilities for the exchange of Local Traffic (non-transit) and ISP-bound Traffic (non-transit), and 911 traffic. The appropriate rate elements that are subject to this "bill and keep" compensation plan are set forth in Exhibit A to this Attachment. Each Party has the obligation to install and maintain the appropriate trunks, trunk ports and associated facilities on its respective side of the IP and is responsible for bearing its costs for such trunks, trunk ports and associated facilities on its side of the IP. Both Parties, as appropriate, shall be compensated for the ordering of trunks, trunk ports and facilities used exclusively for Transit Traffic and for ancillary traffic types including, but not limited to, OS/DA. The Parties agree that charges for such trunks, trunk ports and facilities are as set forth in Exhibit A to this Attachment or 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 Party's tariff as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

3.3.2 Local Channel Facilities. In lieu of providing facilities on its side of Interconnection Point or as part of Call Transport and Termination, either Party may purchase Local Channel facilities from the other Party, pursuant to the provisions of this Attachment, where such facilities are available. The percentage of Local Channel Facilities utilized for Local Traffic and ISP-bound 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 and ISP-bound Traffic as determined by the PLF are set forth in Section 3.3.1 above. The remaining percentage of Local Channel Facilities shall be billed at the appropriate Party's intrastate or interstate tariff rates for switched access services or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

3.3.3 Dedicated Interoffice Facilities. In lieu of providing facilities on its side of Interconnection Point or as part of Call Transport and Termination, either Party may purchase Dedicated Interoffice facilities from the other Party, pursuant to the provisions of this Attachment, where such facilities are available. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the PLF Factor on a statewide basis. The charges applied to the percentage of Dedicated Interoffice facilities used for Local Traffic and ISP-bound Traffic as determined by the PLF are set forth in Section 3.3.1 above. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at the appropriate Party's intrastate or interstate tariff rates for switched access services or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

3.3.4 In the event that a Party's point of presence is located within its designated Serving Wire Center, such Party may interconnect to the other Party's switch located in the

same Serving Wire Center via a cross connect as defined in this Agreement or such Party may interconnect via any other technically feasible method as described herein. If a Party provisions a cross connect for the purposes of interconnection under this Attachment 3, and such cross connect is not associated with a physical or virtual collocation arrangement, the provisioning party shall not charge for such cross connect. When a cross connect is made in the provisioning of Local Interconnection facilities/services, the providing Party will not charge the other Party a Local Channel Facility rate for such cross connect.

3.3.5 The facilities and associated components as set forth in Exhibit A of this Attachment purchased pursuant to this Section 3 shall be ordered via the Access Service Request ("ASR") process. The terms, conditions and rates for ordering charges (i.e., expedite, cancellation, and order modification charges) are as set forth in the BellSouth FCC Tariff No. 1. To the extent that BellSouth requests that NuVox submit an ASR for an augmentation to the facilities purchased by NuVox from BellSouth but utilized for BellSouth's originated traffic, the Parties will work in good faith and make best efforts to ensure that the ASR submitted for such augmentations does not require expedition, cancellation or modification and in the event that NuVox incurs ordering charges, BellSouth and NuVox shall work cooperatively to determine which Party caused the incurrence of such charges and that Party shall be responsible for such charges.

3.4 **Fiber Meet**

3.4.1 If NuVox elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, NuVox 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 DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, NuVox's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel ("DCC") must be turned off, unless otherwise mutually agreed to by the Parties.

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 NuVox 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 NuVox and within a reasonable and non-discriminatory timeframe, BellSouth shall allow NuVox access to the fusion splice point for the Fiber Meet point for maintenance purposes on NuVox'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 for Local Traffic and ISP-bound Traffic. The remaining portion of the Local Channel shall be billed at the appropriate Party's intrastate or interstate tariff rates for switched access services or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

4.1 BellSouth and NuVox 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 Attachment. For trunking purposes, traffic will be routed based on the digits dialed by the originating customer and in accordance with the LERG.

4.2 NuVox shall establish an interconnection trunk group(s) to at least one (1) BellSouth access tandem within the LATA for the delivery of NuVox's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent NuVox 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 NuVox has established interconnection trunk groups, NuVox shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.

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

4.4 Any NuVox interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to NuVox from a BellSouth switch and (3) requires special BellSouth switch translations and other network modifications will require NuVox to follow the procedures set forth in Attachment 11 to this Agreement. At such time that

BellSouth submits a request for interconnection that meets the requirements of this Section 4; the Parties will negotiate the rates, terms, and conditions for such request.

4.5 Unless the Parties mutually agree otherwise, NuVox shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic. At such time as NuVox is providing the transit function for fifteen percent (15%) or more of all Transit Traffic, NuVox will provide BellSouth with notification and supporting documentation that such threshold has been met. Within fifteen (15) days following BellSouth's receipt of such notification and documentation, the Parties will begin negotiations for an alternative compensation arrangement for such two-way trunks carrying Transit Traffic. If the Parties are unable to agree to an alternative compensation arrangement within forty-five (45) days of BellSouth's receipt of notification, then the Parties shall mutually agree to extend the negotiations or, absent mutual agreement, the Parties shall refer to the Dispute Resolution procedure set forth in this Agreement. Upon agreement of such alternative compensation arrangement, the Parties shall execute an amendment implementing such alternative compensation for two-way trunks carrying Transit Traffic and the Parties shall "true-up" such arrangement to the date BellSouth received notification.

4.6 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.

4.7 In cases where NuVox is also an IXC, the IXC's Feature Group D ("FG D") trunk group(s) must remain separate from the local interconnection trunk group(s).

4.8 One-Way Interconnection Trunks and Trunk Groups. Each Party shall order one-way interconnection trunks and trunk groups, 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 Attachment 6, if applicable. Notwithstanding the foregoing, blocking situations and projects shall be project managed through BellSouth's Carrier Interconnection Switching Center ("CISC") Project Management Group and NuVox's equivalent trunking group and FOCs for such orders shall be returned in the timeframes negotiated by the Parties and suitable to the project. No additional charges shall be triggered due to the involvement of such project management. A project is defined as (1) a new trunk group (excluding augments to existing routes) or (2) a request for more than ninety-six (96) trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.9 Two-Way Interconnection Trunks and Trunk Groups. Upon mutual agreement of the Parties, the Parties' shall exchange Local Traffic and ISP-Bound Traffic, and Transit Traffic, where applicable, 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 Transit Traffic, where applicable, consistent with Section 3 above. Upon determination by the Parties in a joint planning meeting that such trunk groups shall be utilized, NuVox shall order such two-way trunks, and any subsequent trunk and trunk group augmentations, via the ASR process. BellSouth will use the Trunk Group Service Request ("TGSR") and/or submit a request to NuVox via email or phone (with e-mail confirmation) to request changes in trunking to NuVox's two-way trunk groups carrying BellSouth originated traffic. A FOC shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the applicable timeframes as set forth in Attachment 6, if applicable. Notwithstanding the foregoing, blocking situations and projects shall be project managed through BellSouth's CISC Project Management Group and NuVox's equivalent trunking group and FOCs for such orders shall be returned in the timeframes negotiated by the Parties and suitable to the project. No additional charges shall be triggered due to the involvement of such project management. A project is defined as (1) a new trunk group (excluding augments to existing routes) or (2) a request for more than ninety-six (96) trunks on a single or multiple group(s) in a given BellSouth local calling area. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis, as set forth in Section 7 of this Attachment. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and Transit Traffic, where applicable, between the Parties does not preclude the Parties from mutually agreeing to establish additional one-way interconnection trunks for the delivery of either Party's originated Local Traffic, ISP-Bound Traffic, and Transit Traffic to the other Party where necessary, however, the proposal to establish such one-ways will be discussed by the parties prior to the submission of an ASR.

4.10 **BellSouth Access Tandem Interconnection**

4.10.1 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 **Basic Architecture**

In the Basic Architecture, NuVox'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 NuVox and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between NuVox and Independent Companies, Interexchange Carriers, other CLECs, and CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which NuVox desires to exchange traffic. This trunk group also carries NuVox 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 NuVox. Other trunk groups for operator services, directory assistance, and intercept may be established pursuant to the applicable BellSouth tariff if service is requested. The LERG shall be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

4.10.3 **One-Way Trunk Group Architecture**

In One-Way Trunk Group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides Intratandem Access for NuVox-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth customers. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for NuVox customers. A two-way trunk group provides Intratandem Access for NuVox's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between NuVox and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which NuVox desires to exchange traffic. This trunk group also carries NuVox 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 NuVox. Other trunk groups for operator services, directory assistance, and intercept may 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.

4.10.4 **Two-Way Trunk Group Architecture**

The Two-Way Trunk Group Architecture establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between NuVox and BellSouth. In addition, a separate two-way transit trunk group must be established for NuVox's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between NuVox and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which NuVox desires to exchange traffic. This trunk group also carries NuVox originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Either Party's originated traffic, may, in order to prevent or remedy a traffic blocking situations, be transported on a separate single one-way trunk group terminating to the other Party. However, where NuVox 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, and intercept may 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.

4.10.5 **Supergroup Architecture**

In the Supergroup Architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and NuVox's Transit Traffic are exchanged on a single two-way trunk group between NuVox and BellSouth to provide Intratandem Access to NuVox. This trunk group carries Transit Traffic between NuVox and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which NuVox desires to exchange traffic. This trunk group also carries NuVox originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Either Party's originated traffic, may, in order to prevent or remedy a traffic blocking situations, be transported on a separate single one-way trunk group terminating to the other Party. However, where NuVox 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, and intercept may be established pursuant to the applicable BellSouth tariff if service is requested. The LERG shall be referenced for current routing and tandem serving arrangements. The Supergroup architecture is illustrated in Exhibit E.

4.10.6 **Multiple Tandem Access Interconnection**

4.10.6.1 BellSouth Multiple Tandem Access ("MTA") provides for LATA wide BellSouth transport and termination of NuVox's-originated Local Traffic and ISP-bound Traffic transported by BellSouth by establishing an interconnection trunk group at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. NuVox must also establish an interconnection trunk group(s) at all BellSouth access tandems where NuVox NXXs are homed as described in Section 4.2.1 above. If NuVox 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, NuVox can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate NuVox's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to customers served through those BellSouth access tandems where NuVox does not have an interconnection trunk group(s).

4.10.6.2 NuVox 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 NuVox will be delivered to and from IXCs based on NuVox's NXX access tandem homing arrangement as specified by NuVox in the LERG.

4.10.6.3 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 other applicable Call Transport and Termination charges. The Multiple Tandem Access rate element set forth in Exhibit A applies to the initial tandem only.

4.10.6.4 To the extent NuVox does not purchase MTA in a LATA served by multiple access tandems, NuVox must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent NuVox routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, NuVox shall pay BellSouth the associated MTA charges. In a situation of tandem exhaust at any particular tandem, where the Parties choose MTA as an alternative routing plan, the Parties will negotiate appropriate rates, terms and conditions for MTA.

4.10.7 **Local Tandem Interconnection**

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

4.10.7.2 When a specified local calling area is served by more than one (1) BellSouth local tandem, NuVox must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, NuVox 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. NuVox 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 NuVox does not choose to establish an interconnection trunk group(s). It is NuVox'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 NuVox's codes. Likewise, NuVox shall obtain its routing information from the LERG.

4.10.7.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, NuVox must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which NuVox has NPA/NXXs

homed for the delivery of Interexchange Carrier Switched Access ("SWA") and toll and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one (1) 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. A Type 2A CMRS interconnection is a connection between a BellSouth access tandem or local tandem office to a Mobile Service Provider's point of termination.

4.10.8 **Direct End Office-to-End Office Interconnection**

4.10.8.1 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.

4.10.8.2 To the extent technically feasible and where appropriate, BellSouth will provide overflow routing consistent with how BellSouth overflows its traffic. The overflow will be based on the homing arrangements displayed in the LERG.

4.10.8.3 The Parties may utilize direct end office-to-end office trunk groups under any one (1) of the following conditions:

4.10.8.3.1 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 the Parties or any other carrier for any period of time, the Parties will attempt to mutually agree on an end office trunking plan or an appropriate alternative routing plan that will alleviate the tandem capacity shortage and ensure completion of traffic between NuVox and BellSouth.

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

4.10.9 **Transit Traffic Trunk Group**

4.10.9.1 Transit Traffic trunks can either be two-way trunks or two (2) one-way trunks ordered by NuVox 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.

4.10.10 **Toll Free Traffic**

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

4.10.10.2 NuVox may choose to perform its own Toll Free database queries from its switch. In such cases, NuVox will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the response from the database determines that the call is a BellSouth local or intraLATA Toll Free call, NuVox will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the response from the database determines that the is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, NuVox will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and NuVox shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, NuVox 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 NuVox's network but that are connected to BellSouth's access tandem.

4.10.10.3 All post-query Toll Free calls for which NuVox performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using their local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks, to the extent required by, and in accordance with, applicable federal and state rules and regulations and as otherwise provided in this Agreement.

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 NuVox chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling, SS7 connectivity is required between the NuVox 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. "Equal in Quality" shall have the meaning accorded in Section 51.305(a)(3) of the FCC's Rules, 47 C.F.R. § 51.305(a)(3).

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.

6. Signaling

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

6.2 **Signaling Link Transport**

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

6.2.2 **Technical Requirements**

6.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two (2) ways:

6.2.3.1 An "A-link" Signaling Link Transport is a connection between a switch or SCP and a STP switch pair; and

6.2.3.2 As a "B-link" Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).

6.2.4 Signaling Link Transport shall consist of signaling link layers as follows:

6.2.4.1 An A-link layer shall consist of two (2) links. There shall be no more than two (2) minutes down time per year for an A-link layer.

6.2.4.2 A B-link layer shall consist of four (4) links. There shall be negligible (less than two (2) seconds) down time per year for a B-link layer.

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

6.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

6.2.5.2 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

6.2.6 **Interface Requirements**

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

6.3 **Signaling Transfer Points**

6.3.1 A Signaling Transfer Point is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and STPs.

6.3.2 **Technical Requirements**

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

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

6.3.2.3 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation ("GTT") and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a NuVox or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a NuVox database, then NuVox agrees to provide BellSouth with the Destination Point Code for NuVox database.

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

6.3.2.5 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a NuVox or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

6.4 **SS7 Advanced Intelligent Network ("AIN") Access**

6.4.1 **Interface Requirements**

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

6.4.1.1.1 An A-link interface from NuVox local switching systems; and,
6.4.1.1.2 A B-link interface from NuVox local STPs.

6.4.1.2 Each type of interface shall be provided by one (1) or more layers of signaling links.

6.4.1.3 The Signaling Point of Interconnection for each link shall be located at a cross connect element in the central office where the BellSouth STP is located.

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

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

6.4.2 **Message Screening**

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

6.4.3 BellSouth shall set message screening parameters so as to accept/send valid messages from NuVox local or tandem switching systems destined to/from any signalling point or network accessed through BellSouth's SS7 network where the NuVox switching system has a valid signalling relationship.

6.5 **Service Control Points/Databases**

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

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

6.5.3 **Technical Requirements for SCPs/Databases**

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

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

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

6.6 **Local Number Portability Database**

6.6.1 The Permanent Number Portability ("PNP") database supplies routing numbers for calls involving numbers that have been ported from one (1) local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

6.7 **SS7 Network Interconnection**

6.7.1 SS7 Network Interconnection is the interconnection of NuVox local STPs or NuVox local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, NuVox local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

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

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

6.7.4 SS7 Network Interconnection shall provide:

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

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

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

6.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or database, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination.

Where the destination signaling point is a NuVox local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of NuVox local STPs, and shall not include SCCP Subsystem Management of the destination.

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

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

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

6.7.9 **Interface Requirements**

6.7.9.1 The following SS7 Network Interconnection interface options are available to connect NuVox or NuVox-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

6.7.9.1.1 A-link interface from NuVox local or tandem switching systems; and

6.7.9.1.2 B-link interface from NuVox STPs.

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

6.7.9.3 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.

6.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references. BellSouth does not have the capability to support any of the VoIP interfaces at the present time but is willing to negotiate new protocol interfaces.

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

6.8 **Rate Categories And Applications**

6.8.1 **Message Charges**

6.8.1.1 Message charges, as set forth in Section 6.8.1.3, following, are assessed based on the type of message protocol, ISUP or TCAP. ISUP messages are associated with call set-up, while TCAP messages are used to query call related databases. ISUP message charges are assessed per terminating and originating call set-up request and TCAP message charges are assessed per data request.

6.8.1.2 Message charges do not apply for TCAP messages switched by the regional STPs to the BellSouth provided 800 Data Base, LIDB or LNP Data Base. Query charges are assessed in lieu of message charges. Query charges for 800 Data Base are described in Section 6.9.5, following. When TCAP messages are destined for a foreign database, including a non-company provided LNP Data Base, message charges are assessed in lieu of query charges.

6.8.1.3 Message charges are assessed in the following manner:

6.8.1.3.1 **Signal Formulation**

6.8.1.3.1.1 An ISUP Signal Formulation charge is assessed, per call set-up request, for terminating and originating formulating signaling messages in association with call set-up.

6.8.1.3.2 **Signal Transport**

6.8.1.3.2.1 An ISUP Signal Transport charge is assessed, per call set-up request, for signaling messages transported to and from the Company STP in association with call set-up.

6.8.1.3.2.2 A TCAP Signal Transport charge is assessed per data request transported to a BellSouth STP and destined for a foreign database.

6.8.1.3.3 **Signal Switching**

6.8.1.3.3.1 An ISUP Signal Switching charge is assessed per call set-up request that is switched at the Company STP for terminating and originating messages.

6.8.1.3.3.2 A TCAP Signal Switching charge is assessed for each data request that is switched by the Company STP and destined for a foreign network or database.

6.8.1.3.4 **Query Charges**

6.8.1.3.4.1 Query charges apply for queries to the Company LIDB and the LNP Data Base. When query charges apply for access to a Company provided database, message charges are not assessed. LIDB Query Charges are described in 6.9.3, following and the LNP Data Base Query Charge is described in 6.9.4, following.

6.8.1.4 **TCAP Bill and Keep**

6.8.1.4.1 The Parties agree to treat signaling messages, signaling ports, and signaling links associated with local calls on a bill and keep basis.

6.8.1.4.2 NuVox and BellSouth agree that BellSouth will bill NuVox for signaling links, signaling ports, and signaling messages associated with interstate calls and with intrastate non-local calls in accordance with BellSouth's federal and state tariffs.

6.8.1.4.3 Beginning on the Effective Date of this Agreement and continuing until NuVox implements a system that is capable of counting the total number of signaling messages that traveled over facilities connecting NuVox's CCS7 network and BellSouth's CCS7 network, BellSouth agrees that for the purposes of billing BellSouth for signaling messages for any given month, NuVox may use the total number of signaling messages that BellSouth's signaling bill to NuVox indicates have traveled over facilities connecting NuVox's CCS7 network and BellSouth's CCS7 network for that same month. When NuVox implements a system that is capable of counting the total number of signaling messages that travel over facilities connecting NuVox's CCS7 network and BellSouth's CCS7 network, NuVox will use the number of signaling messages counted by such system for the purposes of billing BellSouth for signaling messages, subject to BellSouth's right to contest the accuracy of the number of signaling messages counted by such system.

6.8.1.4.4 For the purposes of billing BellSouth for signaling messages, NuVox will apply the SPIU/SPLU provided by BellSouth (which can, at BellSouth's option, be the same as the PIU/PLU that BellSouth provides for minutes of use) to the number of messages calculated pursuant to Paragraph 6.8.1.4.3 above.

6.9 **RATES AND CHARGES ASSOCIATED WITH SS7**

6.9.1	Message Charge for ISUP Messages	RATE
	Per signaling message	Bill & Keep
6.9.2	Message Charge for TCAP Messages	RATE
	Per signaling message	Bill& Keep

6.9.3 **LINE INFORMATION DATA BASE SERVICE**

	RATE PER QUERY
Per Access Transport Query	Exhibit A of Attachment 2 for UNE-P Only, Tariff Rate for All Others
Per Validation Service Query	Exhibit A of Attachment 2 for UNE-P Only, Tariff Rate for All Others
Per OLNS Service Query	Tariff Rate

6.9.4 **LOCAL NUMBER PORTABILITY DATA BASE SERVICE**

Per LNP Query	Exhibit A of Attachment 2 for UNE-P Only

Negotiated Rates Pursuant to a Separate Agreement for All Others

6.9.5 **800 DATA BASE SERVICE**

Per 800 Query	Exhibit A of Attachment 2 for UNE-P Only, Tariff Rate for All Others

7. FORECASTING FOR TRUNK PROVISIONING

7.1 Within six (6) months after execution of this Agreement, NuVox shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. BellSouth's reciprocal trunking forecasts will be based upon information provided by NuVox in the initial forecast. If NuVox refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth. After the exchange of each Party's forecast information, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section 7 shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

7.2 The Parties shall use best efforts to make the initial and semi-annual subsequent forecasts as accurate as possible based on reasonable engineering criteria. In addition, the Parties agree to proactively manage their interconnection trunking arrangements and use best efforts to timely notify each other if forecasted need quantities change or if a known or anticipated network event that may create a

blocking situation is likely to occur during the time period between joint planning meetings. Joint planning meetings shall be conducted via conference call, unless mutual agreement is reached otherwise.

7.3 At a minimum, the joint forecast shall include the projected quantity of Transit Trunks, NuVox-to-BellSouth one-way trunks (NuVox Trunks), BellSouth-to-NuVox one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities.

7.4 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 NuVox 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).

7.5 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 and act in good faith to plan for and 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 and BellSouth shall not be responsible for a lack of interconnection trunks provided that best efforts and good faith have been exercised.

8. TRUNK UTILIZATION

8.1 For the Reciprocal Trunk Groups that cannot overflow traffic to another trunk group ("Reciprocal Final Trunk Groups"), BellSouth and NuVox 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 sixty percent (60%) of the time consistent busy hour utilization level within 180 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 365 days of installation. Any Reciprocal Final Trunk Group not meeting the minimum thresholds set forth in this Section 8 are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized Reciprocal Final Trunk Groups and, for trunks not in excess of NuVox's forecast, NuVox shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

8.1.1 BellSouth's CISC will notify NuVox 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 NuVox interface. NuVox 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 NuVox expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with NuVox 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 NuVox. Notwithstanding any other provision to this Agreement, the Parties will disconnect the underutilized trunks no sooner than two (2) weeks after NuVox receives such disconnect orders, unless the parties mutually agree to do so sooner.

8.1.2 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.

8.2 For the two-way trunk groups that cannot overflow traffic to another trunk group and other than alternate final trunk groups, BellSouth and NuVox shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within180 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at sixty percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 365 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 8 are defined as "Under-utilized" trunks. BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and, for trunks not in excess of NuVox's forecast, NuVox shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

8.2.1 BellSouth's LISC will notify NuVox 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 NuVox interface. NuVox 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 NuVox expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with NuVox to determine if agreement can be reached on

the number of trunks to be removed. If no agreement can be reached, NuVox will issue disconnect orders to BellSouth. Notwithstanding any other provision to this Agreement, the Parties will disconnect the underutilized trunks no sooner than two (2) weeks after NuVox receives such disconnect orders, unless the parties mutually agree to do so sooner.

8.2.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

9. INTERFERENCE OR IMPAIRMENT

9.1 As soon as possible and in no case later than twenty-four (24) hours after receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall determine and begin work to implement reasonable corrective measures in a manner consistent with industry practices.

9.2 In the event of an outage or trouble in any arrangement, facility, or service being provided by BellSouth hereunder, BellSouth will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by BellSouth to itself, Affiliate or any other carrier whose network is connected to that of BellSouth.

9.3 BellSouth will use best efforts to provide NuVox with at least thirty (30) days advance notification of scheduled maintenance activity. Upon such notice, NuVox may submit a reasonable request for additional information relevant to the scheduled maintenance activity and BellSouth shall provide such information to the extent the scheduled maintenance activity may impact NuVox and such information is reasonably necessary for NuVox to identify and analyze potential risks associated with such maintenance. BellSouth may expedite or delay scheduled maintenance as a result of unscheduled maintenance or other unforeseen events. In those instances where BellSouth will not perform scheduled maintenance at the announced times, BellSouth will make best efforts to provide NuVox with as much notice as is reasonably possible concerning the changed schedule.

9.4 For switch software/processor updates, software upgrades/new releases to the SONET transport network elements, or other major scheduled events which might impact NuVox, BellSouth shall use best efforts to provide NuVox with at least thirty (30) days advance notification of scheduled maintenance activity. Upon such notice, NuVox may submit a reasonable request for additional information relevant to the scheduled maintenance activity and BellSouth shall provide such information to the extent the scheduled maintenance activity may impact NuVox

and such information is reasonably necessary for NuVox to identify and analyze potential risks associated with such maintenance.

9.5 BellSouth will use best efforts to provide NuVox's Network Operations Center with at least thirty (30) days advance, written notice when translations are scheduled to be modified on NuVox's trunk groups.

9.6 Once NuVox determines that there is an outage that encompasses either a particular section of the network or the whole network, then NuVox shall generate a trouble ticket to the CISC. After issuing the trouble ticket, NuVox will notify the appropriate BellSouth representative in the CISC via telephone. NuVox may then send an email confirmation to such BellSouth representative. BellSouth will work cooperatively with NuVox to determine the appropriate steps to resolve such outage. Additionally, NuVox will provide BellSouth with any applicable information that is necessary to resolve such outage and the Parties will work cooperatively to take all steps necessary to resolve the outage.

9.7 A "Global Outage" is an outage as defined as set forth in 47 CFR § 63.100, including but not limited to trunk group outages. BellSouth will provide initial notification to NuVox of a Global Outage in accordance with BellSouth's Operational Understanding Guide. Subsequent to the initial notification of a Global Outage, NuVox may contact the CISC via normal procedures (e.g., electronic mail, phone, etc.) to request further information, including but not limited to the method used to restore service and steps taken to prevent the recurrence of the incident. BellSouth will provide such information in a written report to NuVox as soon as such information is available to BellSouth and no later than thirty (30) days following the Global Outage. The aforementioned written report shall include the following information where available:

- Reporting Carrier
- Date Of Incident
- Time Of Incident
- Geographic Area Affected
- Types Of Services Affected
- Outage Duration
- Background Of The Incident
- Direct Cause

- Root Cause
- Methods Used To Restore Service
- Steps Taken To Prevent Recurrence Of The Incident

10. COMPENSATION FOR CALL TRANSPORT AND TERMINATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC

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

10.2 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in this Attachment and to Multiple Tandem Access as described in this Attachment.

10.3 Neither Party shall represent Switched Access Traffic, as defined in this Attachment, as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

10.4 If NuVox assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to NuVox's customers physically located outside of that LATA, BellSouth originated traffic that is not bound for an ISP and originates from within the LATA where the NPA/NXXs are assigned and is delivered to a NuVox's customer physically located outside of such LATA shall not be deemed Local Traffic. Further, NuVoxagrees to identify such traffic to BellSouth, to the extent technically feasible, and to compensate BellSouth for originating and transporting such non-local traffic to NuVox at BellSouth's switched access tariff rates.

10.4.1 The Parties have been unable to agree on the treatment of calls where NuVox assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to NuVox's customers physically located outside of that LATA and such customers are ISPs. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the treatment of such calls, the Parties agree that, for purposes of this Agreement, traffic delivered to a customer that is an ISP physically located outside of such LATA shall be considered ISP-bound Traffic as defined in this Attachment.

10.5 **Jurisdictional Reporting**

10.5.1 Percent Local Usage. Each Party shall report to the other a Percent Local Usage ("PLU") factor. The application of the PLU will determine the amount of Local/ISP-Bound minutes to be billed to the other Party. Local and ISP-bound

Traffic shall be treated as Local for purposes of calculating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, attached hereto as Exhibit F.

10.5.2 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. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, attached hereto as Exhibit F.

10.5.3 Percent Interstate Usage. Each Party shall report to the other a Percent Interstate Usage ("PIU") factor. Requirements associated with PIU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, attached hereto as Exhibit F.

10.5.4 Application of Factors. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of Call Transport and Termination consistent with Section 3.3 of this Attachment.

10.5.5 Factors on file with BellSouth as of the Effective Date of this Agreement shall remain in place until such time as they are replaced by NuVox in accordance with this Attachment, or replaced in accordance with Section 10.5.6 of this Attachment 3.

10.5.6 In Lieu of Jurisdictional Factors Reported. Notwithstanding the provisions in Sections 10.5.1, 10.5.2, and 10.5.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information may, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors, 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 thirty (30) days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data.

10.5.7 Upon the request of the originating Party, the terminating Party shall provide supporting data for the jurisdictional factors proposed by the terminating Party to be used in lieu of those reported by the originating Party. The originating Party shall have thirty (30) days to consent or object to the proposed replacement of reported factors. If the originating Party consents or fails to respond within thirty (30) days, the terminating Party may proceed with the replacement of factors effective at the beginning of the calendar quarter. If the originating Party objects

to the proposed replacement of reported factors, the Parties shall proceed as set forth below.

10.5.8 Upon either Party's request, the Parties will work in good faith to resolve the discrepancy between the factors submitted by the originating party and those proposed by the terminating party pursuant to Section 10.5.6 above. In the event that the Parties are unable to mutually agree as to the appropriate resolution, the Parties may negotiate a mutually agreeable resolution based on the data specific to the traffic patterns of the originating party or either Party may request an audit of the factors in accordance with Section 10.5.9 below. In the event that negotiations and audits fail to resolve disputes between the parties, either Party may seek Dispute Resolution as set forth in the General Terms and Conditions. While such a dispute is pending, factors reported by the originating Party shall remain in place, unless the Parties mutually agree otherwise.

10.5.9 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the jurisdictional reporting factors as reported or utilized pursuant to this Attachment 3 to ensure the proper billing of traffic. BellSouth and NuVox shall retain records of call detail for a minimum of nine months from which the jurisdictional reporting factors 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. The Parties shall use commercially reasonable efforts to complete audits in as timely a manner as possible. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The jurisdictional reporting factors 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 (2) quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated jurisdictional reporting factors by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit

10.6 **Compensation for 8XX Traffic**

10.6.1 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as applicable, as set forth in the providing Party's tariff, as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

10.6.2 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.

10.6.3 8XX Access Toll Free Dialing Ten Digit Screening ("TFD"). BellSouth's provision of TFD to NuVox requires interconnection from NuVox 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. NuVox shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that NuVox desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

10.7 Switched Access Traffic is defined 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 the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 800/877/888), and 900 access services. Switched Access Traffic does not include Local Traffic and ISP-Bound Traffic originated by one (1) Party and terminated by the other. The Parties have been unable to agree as to whether "Voice-Over-Internet Protocol" transmissions ("VOIP") which cross LATA boundaries constitute Switched Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree to amend this Agreement in accordance with the General Terms and Conditions of this Agreement to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any.

10.7.1 If the BellSouth customer chooses NuVox as their presubscribed interexchange carrier, or if the BellSouth customer uses NuVox as an interexchange carrier on a 101XXXX basis, BellSouth will charge NuVox the appropriate BellSouth tariff charges for originating switched access services.

10.7.2 Where the originating Party delivers Switched Access Traffic to the terminating Party, the originating Party will pay the terminating Party terminating switched access charges as set forth in the providing Party's tariff, as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

10.7.3 When one (1) Party's end office switch, subtending the other Party's Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an IXC by either a direct trunk group to the IXC utilizing the other Party's facilities, or via the other Party's tandem switch, 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 the Party providing the end office function. The Parties will use the Multiple Exchange Carrier Access Billing ("MECAB") guidelines to

establish meet point billing for all applicable traffic. . Thirty (30)-day billing periods will be employed for these arrangements. To the extent either party is providing the tandem function, that party (i.e., Initial Billing Company) agrees to provide to the other company (i.e., Subsequent Billing Company), as defined in MECAB, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date where technically feasible. Each company will notify the other when it determines that it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change, data reporting requirements may be modified as necessary, by mutual agreement of the Parties or per a change in industry standards.

10.7.4 In the event that the Initial Billing Party, as defined herein, was provided the accurate switched access detailed usage data in a manner that allowed the Initial Billing Party to generate and provide such data to the Subsequent Billing Party within ninety (90) days after the recording date and where the Initial Billing Party failed to provide notice to the Subsequent Billing Party of any inability to provide such data and the Subsequent Billing Party is unable to bill and collect access revenues due to the Initial Billing Party's failure to provide such data within said time period, then the Initial Billing Party shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. In the event that the Initial Billing Party provides notice to the Subsequent Billing Party of an inability to provide such data within ninety (90) days after the recording date and the Initial Billing Party was provided the switched access detailed usage data in a manner that the Initial Billing Party was able to generate and provide such data to the Subsequent Billing Party within such ninety (90) day period, the Initial Billing Party shall provide such information to the Subsequent Billing Party within a reasonable period of time after the recording date. If the Initial Billing Party fails to provide such information to the Subsequent Billing Party within such period of time and the Subsequent Billing Party is legally unable to bill access revenues due to the Initial Billing Party's failure to provide such data within said time period, then the Initial Billing Party shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of such unbillable or uncollectible revenues. In the event that the Parties disagree as to the liability of the Initial Billing Party for such unbillable or uncollectible revenues, then either Party may invoke the Dispute Resolution process set forth in this Agreement.

10.7.5 The Initial Billing 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. Initial Billing 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.

10.7.6 Initial Billing Company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

10.7.7 All claims for unbillable or uncollectible revenue should be filed with the Initial Billing Company within 120 days of the date the receipt of the usage record.

10.7.8 The Initial Billing Party shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate Switched Access Traffic 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. In the absence of mutual agreement otherwise, the Audit provisions set forth in Section 10.5.9 of this Attachment shall govern.

10.8 **Transit Traffic**

10.8.1 Each Party shall provide tandem switching and transport services for the other Party's Transit Traffic. Rates for Local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable Call Transport and Termination charges (i.e., common transport and tandem switching charge and tandem intermediary charge; end office switching charge is not applicable) as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Party's Commission approved Interstate or Intrastate Switched Access tariffs as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines.

10.8.2 Traffic between NuVox and Wireless Type 1 third parties or a third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers) shall not be treated as Transit Traffic from a routing or billing perspective. Traffic originated by a Wireless Type 1 third party or a third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers) shall be treated as BellSouth-originated traffic and BellSouth shall compensate NuVox for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, IntraLATA Toll or Switched Access Traffic in accordance with the terms of this Attachment.

10.8.3 Traffic between NuVox and Wireless Type 2A third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless Type 2A carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time, such traffic originated by Wireless Type 2A third parties shall be treated as BellSouth-originated traffic and BellSouth shall compensate NuVox for transport and termination of such traffic

based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, IntraLATA Toll or Switched Access Traffic in accordance with the terms of this Attachment.

10.8.4 Traffic between BellSouth and Wireless Type 1 third parties or a third party CLEC utilizing NuVox switching shall not be treated as Transit Traffic from a routing or billing perspective. Such traffic originated by a Wireless Type 1 third party or a third party CLEC utilizing NuVox switching shall be treated as NuVox-originated traffic and NuVox shall compensate BellSouth for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, IntraLATA Toll or Switched Access Traffic in accordance with the terms of this Attachment.

10.8.5 Traffic between BellSouth and Wireless Type 2A third parties shall not be treated as Transit Traffic from a routing or billing perspective until NuVox and the Wireless Type 2A carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time, such traffic originated by Wireless Type 2A third parties shall be treated as NuVox -originated traffic and NuVox shall compensate BellSouth for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, IntraLATA Toll or Switched Access Traffic in accordance with the terms of this Attachment.

10.8.6 BellSouth agrees to deliver Transit Traffic originated by NuVox to the terminating carrier; provided, however, that NuVox 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 NuVox for transiting NuVox-originated or terminated Transit Traffic. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic originated by NuVox, NuVox shall reimburse BellSouth for all charges paid by BellSouth at a rate no greater than the rate applicable to BellSouth for the same type of traffic, provided that BellSouth notifies and, upon request, provides NuVox with a copy of such an invoice, if available, or other equivalent supporting documentation (if an invoice is not available), and proof of payment and other applicable supporting documentation. BellSouth will provide such notice and information in a timely, reasonable and nondiscriminatory manner. BellSouth shall diligently review, dispute and pay such third party invoices (or equivalent) in a manner that is at parity with its own practices for reviewing, disputing and paying such invoices (or equivalent) when no similar reimbursement provision applies. Notwithstanding the foregoing, if BellSouth executes a settlement agreement with a third party after the Effective Date of this Agreement that changes the charges BellSouth shall pay for the delivery of traffic to said third party, such new rate shall not be applied to NuVox Transit Traffic originated by NuVox prior to the effective date of such settlement agreement. With respect to

such settlement agreements, NuVox's reimbursement obligations shall be at a rate no greater than the rate applicable to BellSouth for the same type of traffic. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this Section 10.8 shall be pursuant to MECAB procedures.

10.8.7 Except for as provided in Sections 10.8.2, 10.8.3, 10.8.4, and 10.8.5, transit charges as described in this Attachment shall only be assessed on the carrier originating Transit Traffic and shall not be assessed on the terminating carrier.

10.8.8 Transit charges associated with the provisioning of toll free services (e.g., 800/888/877) shall be assessed upon the terminating carrier and shall not be imposed on the originating carrier.

10.9 **Records Exchange and Misrouting of Traffic**

10.9.1 **Misrouted Traffic**

10.9.1.1 The Parties shall route traffic to each other in a manner consistent with the Trunk Group Architectures selected by the Parties and as set forth in Section 4 of this Attachment 3, except as otherwise set forth in this Agreement (e.g., overflow) or in instances where a third party causes either Party to route traffic in a manner that is inconsistent with this Attachment.

10.9.1.2 In instances of misrouting, either Party may request that the Parties investigate, identify the cause of, and correct misrouting to the extent technically and economically feasible.

10.9.1.3 In the event that misrouting results in either Party's inability to bill or collect revenues from a third party and the Parties disagree as to the liability of the other Party for such revenues, then either Party may pursue the Dispute Resolution procedures set forth in this Agreement.

10.9.2 **Records Exchange**

10.9.2.1 Where feasible and appropriate, the Parties will generate and exchange all available messages for the purpose of billing third parties, including but not limited to CMRS providers and other LECs.

11. BASIC 911 AND E911 INTERCONNECTION

11.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

11.2 Basic 911 Interconnection. BellSouth will provide to NuVox 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. NuVox will be required to arrange to accept 911 calls from its customers 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. NuVox will be required to route the call to the appropriate PSAP. When a municipality converts to E911 service, NuVox will be required to begin using E911 procedures.

11.3 E911 Interconnection. NuVox shall install a minimum of two (2) 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 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. NuVox will be required to provide BellSouth daily updates to the E911 database. NuVox 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, NuVox will be required to route the call to a designated seven (7)-digit or ten (10)-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. NuVox 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 customers.

11.4 Rates. Recurring and nonrecurring rates associated with trunk groups for 911 service are as set forth in Section 3.3.1 of this Attachment.

11.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, which can be found at http://www.interconnection.bellsouth.com/guides/e911/html/gcuge001/index.htm.

12. FRAME RELAY SERVICE INTERCONNECTION

12.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and NuVox'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 NuVox is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between NuVox and BellSouth Frame Relay Switches in the same LATA.

12.2 At NuVox's request, 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(s) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

12.3 Such interconnection will be established where BellSouth and NuVox have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one (1) central office, an interconnection with any one (1) of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

12.4 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.

12.5 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:

12.5.1 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").

12.5.2 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").

12.5.3 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, NuVox 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 ninety (90) days, if BellSouth notifies NuVox that it has found that this method does not adequately represent the PLCU.

12.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero (0).

12.6 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and NuVox 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.

NuVox will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of NuVox's PLCU.

12.7 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 NuVox will pay, the total nonrecurring and recurring charges for the NNI port. NuVox will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by NuVox's PLCU.

12.8 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").

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

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

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

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

12.10.3 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.

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

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

12.10.6 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three (3) times the port speed, or not more than six (6) times the port speed on a DS3 NNI port.

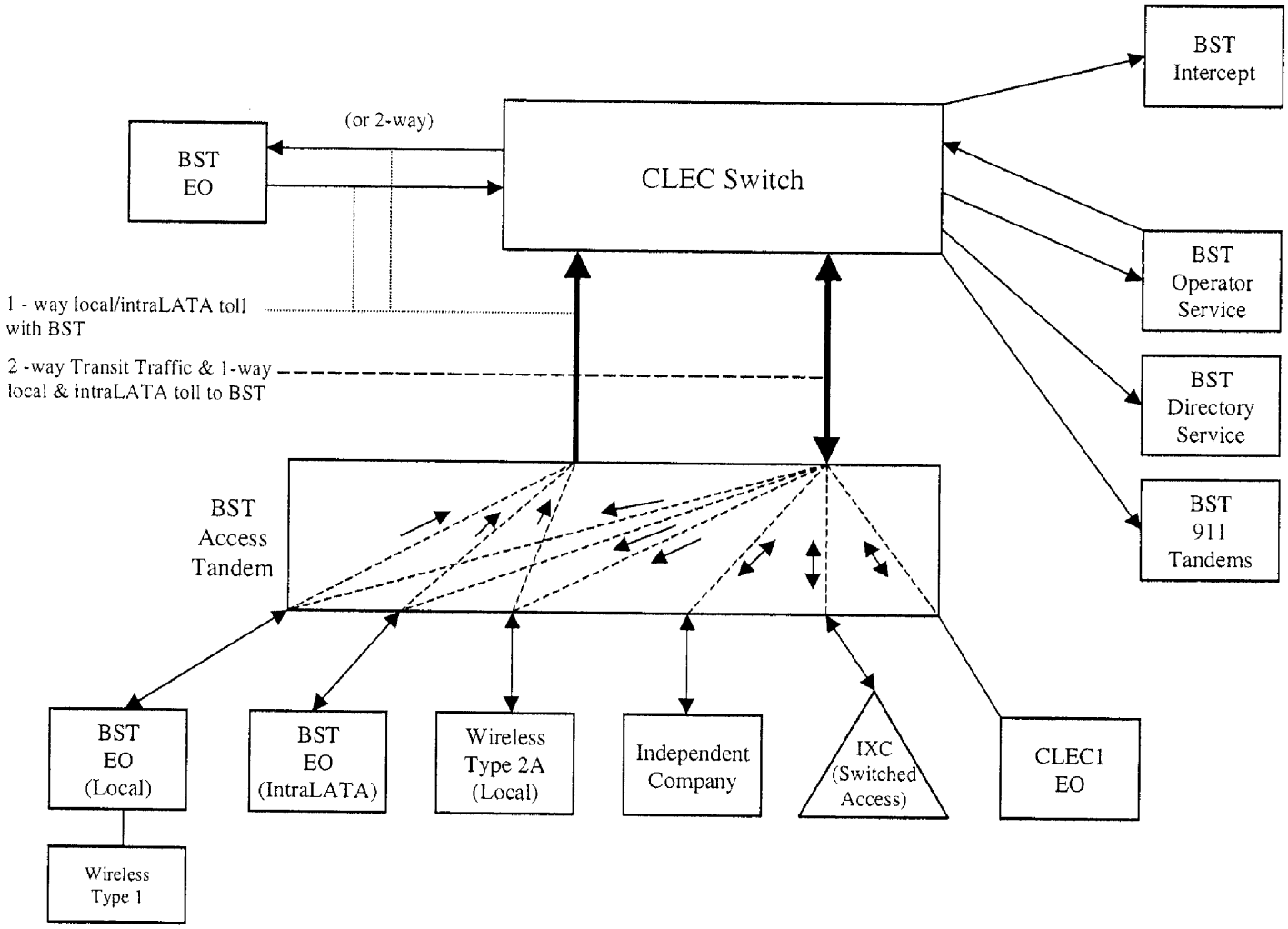
12.10.7 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.

12.11 NuVox will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 12.5.3 above.

12.12 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.

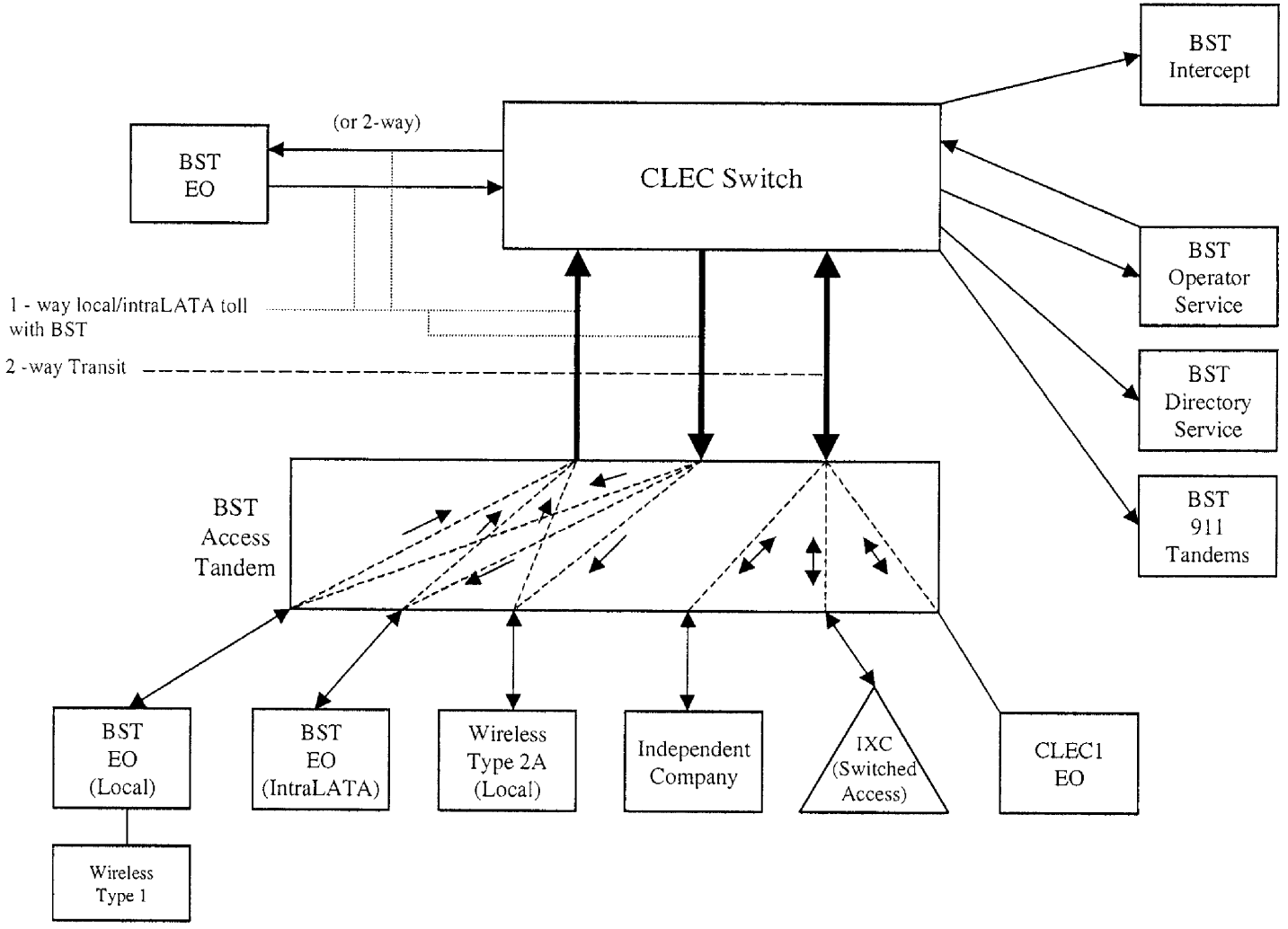
Basic Architecture

Exhibit B



One-Way Architecture

Exhibit C



Two-Way Architecture

Exhibit D

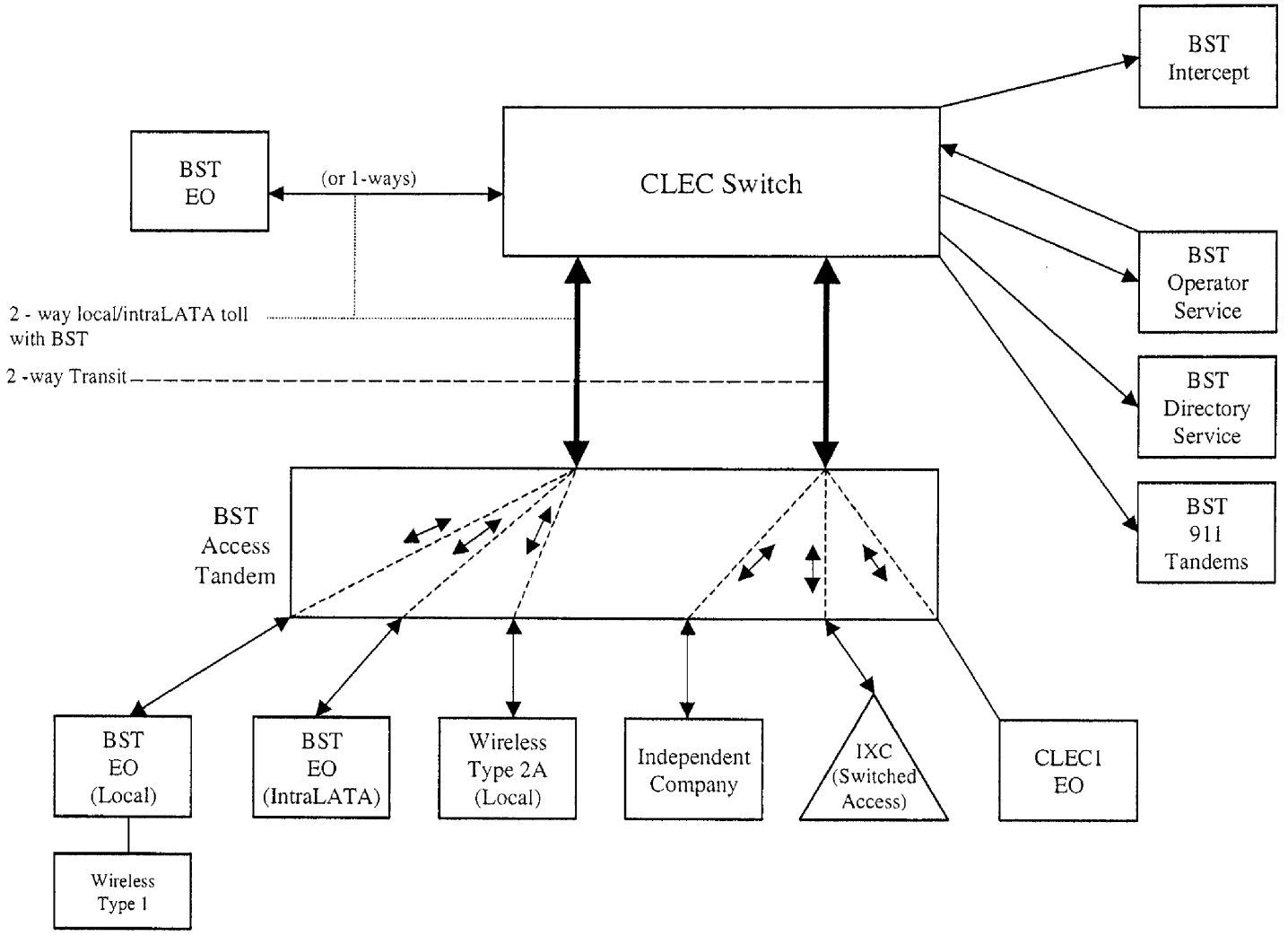
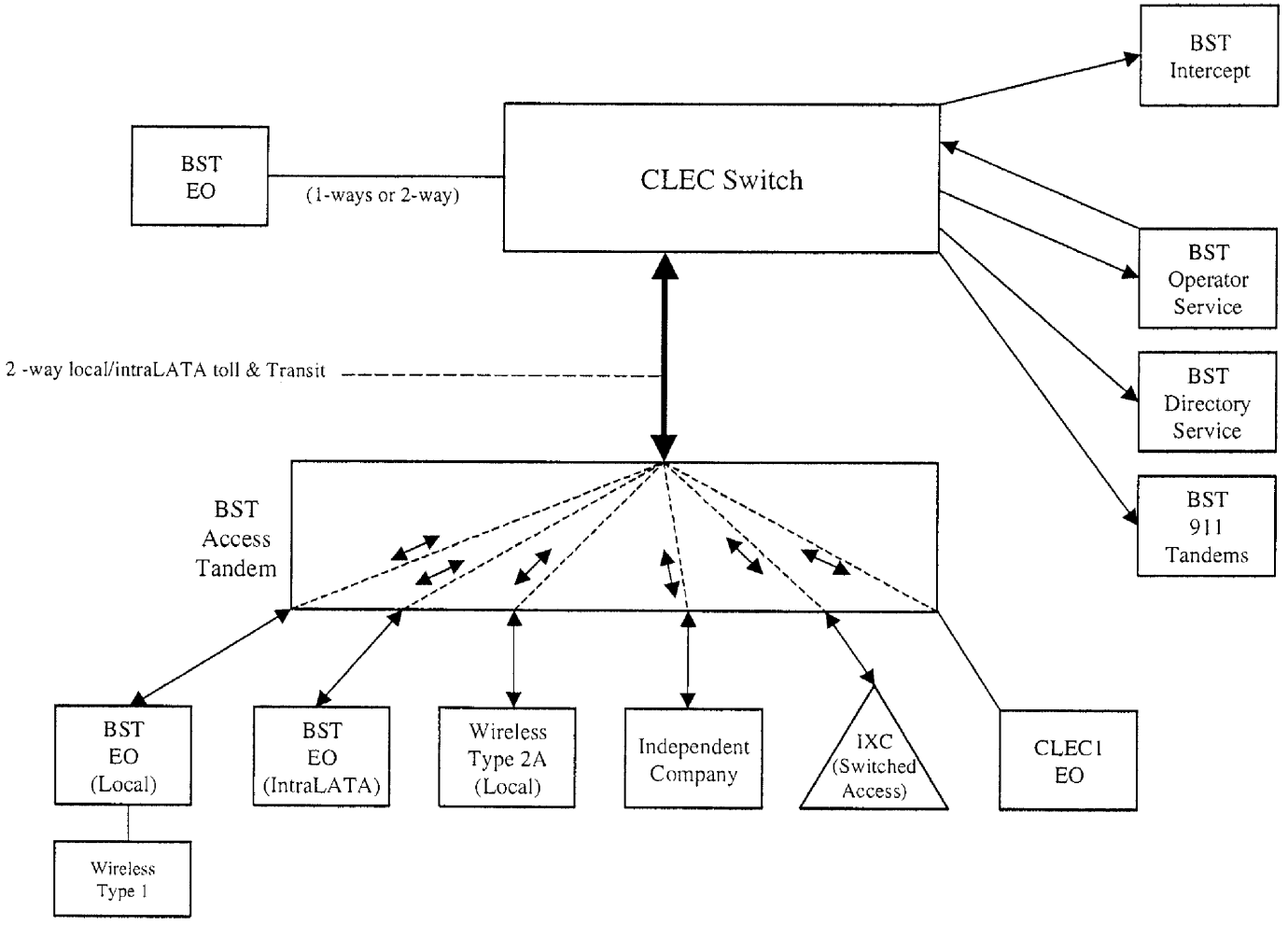


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Florida													Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0006019bk										
	Multiple Tandem Switching, per MOU (applies to Intial tandem only)					0.0006019										
	Tandem Intermediary Charge, per MOU*					0.0015										
	* 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		21.73bk	8.19bk								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.73bk	8.19bk								
	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					0.0000035bk										
	Common Transport - Facilities Termination Per MOU					0.0004372bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0091bk										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	25.32bk	47.35bk	31.78bk	18.31bk	7.03bk						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0091bk										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	18.44bk	47.35bk	31.78bk	18.31bk	7.03bk						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0091bk										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	18.44bk	47.35bk	31.78bk	18.31bk	7.03bk						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856bk										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44bk	105.54bk	98.47bk	21.47bk	19.05bk						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87bk										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1071bk	335.46bk	219.28bk	72.03bk	70.56bk						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	19.66bk	265.84bk	46.97bk	37.63bk	4.00bk						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	20.45bk	266.54bk	47.67bk	44.22bk	5.33bk						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.49bk	216.65bk	183.54bk	24.30bk	16.95bk						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91bk	556.37bk	343.01bk	139.13bk	96.84bk						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77bk	101.42bk	71.62bk	11.09bk	10.49bk						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19bk	199.28bk	118.64bk	40.34bk	39.07bk						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.76bk	10.07bk	7.08bk								
SIGNALING (CCS7)																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05bk										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	17.93bk	43.57bk	43.57bk	18.31bk	18.31bk						
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	17.93bk	43.57bk	43.57bk	18.31bk	18.31bk						

LOCAL INTERCONNECTION - Florida

Attachment: 3 Exh: A

CATEGORY		RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.93bk	43.57bk	43.57bk	18.31bk	18.31bk						
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.93bk	43.57bk	43.57bk	18.31bk	18.31bk						
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32bk										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03bk	46.03bk	46.03bk	46.03bk						
		CCS7 Signaling Usage, Per TCAP Message					0.0000607bk										
		CCS7 Signaling Usage, Per ISUP Message					0.0000152bk										

BELLSOUTH

BellSouth Jurisdictional Factors Reporting Guide

Issue 5.0

December 3, 2003

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Revisions

Issue 1.0

The initial version of the *BellSouth Jurisdictional Factors Reporting Guide* was issued on August 15, 2001.

Issue 2.0

Incorporated references to *RF-3995 Jurisdictional Factor Report Form* – issued on December 21, 2001.

Issue 3.0

Added minor clarification concerning value to be used if PLF or PLU factors are not reported – issued on August 2, 2002.

Issue 4.0

Added Clarification concerning reporting of SPIU Factor and added language describing SPLU Factor and calculation of intrastate of non-local traffic – issued on October 17, 2002.

Issue 5.0

Revised the e-mail address that is utilized to report jurisdictional factors by electronic mail – issued on December 3, 2003.

BellSouth Jurisdictional Factors Reporting Guide

1.0 Introduction

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Where sufficient data is available BellSouth will determine the percentage of use by jurisdiction for billing applications in accordance with BellSouth tariffs and contractual agreements. Absent sufficient data it is incumbent upon BellSouth customers to accurately report jurisdictional factors in order for BellSouth to bill the associated services per contractual and regulatory requirements. This document serves as a supplemental guide to the BellSouth tariffs and contracts for the preparation and reporting of the following jurisdictional factors related to Access and Local Interconnection Services

PIU - Percent Interstate Usage
PLU - Percent Local Usage
PLF - Percent Local Facility

These factors are reported by service at a state level as required. Unique service requirements are identified later in this Guide. In general, the PIU factors are required for Access Services and Local Interconnection Services to apportion the billing between the state and interstate jurisdictions. Competitive Local Exchange Carriers (CLECs) are also required to report PLU and PLF factors in addition to PIU factors to further apportion their intrastate use of Local Interconnection services between the state and local jurisdiction. Failure to report values for PLU and/or PLF shall result in the default value of zero percent being applied for these factors. The local jurisdiction is considered a subset of the intrastate jurisdiction in the determination and application of the PLU and PLF factors. The following sections provide information concerning the determination of factors, the application of factors, reporting procedures and customer records requirements. This information is provided as an aide in reporting jurisdictional factors and shall be used as a supplement to BellSouth Tariffs and/or contractual agreements with BellSouth.

2.0 Jurisdictions

There are three basic jurisdictions related to BellSouth Access and Local Interconnections Services. These are the Interstate, Intrastate and the Local jurisdiction. The jurisdiction is determined based upon the physical locations of the

origination and termination points of the communication. An ordinary voice communications telephone call that originates from a location that is in the same state

as the terminating number or called party shall be designated as an intrastate call and the minutes of use for that call shall be billed per the intrastate jurisdictional requirements. Conversely, a call that originates in a different state than the terminating location or called number shall be designated as interstate traffic. A call that originates and terminates within a local calling area as specified in the applicable contract or tariff is designated as local traffic.

The Jurisdiction of a call is determined solely by the location of the party initiating the call and the location of the called party. The origination and termination points are not necessarily determined based upon the carrier's network entry and exit points but rather on the origination and termination locations of the end users or the entities that are involved in the communications or information exchange. When multiple networks or carriers are involved, a particular carrier's transport of the service may be totally within a state boundary, however, the ultimate end points of the call or information exchange may be in different states. In this situation, the traffic shall be designated as interstate for all carriers even though a particular carrier's transport service begins and ends within a state boundary. In other words, jurisdiction of a call is determined solely by the locations of the originating and terminating parties and is not affected by the manner in which the call is routed through the telecommunications network.

The location of the origination or termination end points is determined based upon the location of the serving central offices. If a call terminates to an office that is associated with a LATA in an adjoining state (cross boundary) the call is considered to complete in the state where the central office is located.

3.0 Factors

3.1. General

BellSouth Jurisdictional factors are jurisdictional projections of the percentages of use of access and interconnection services for billing purposes. Factors shall be provided with the first request for each service in each state and are updated quarterly based upon the most recent three months of data. Factors for the initial request shall be reported via *RF-3995 Juridictional Factor Report* that is located at http://www.interconnection.bellsouth.com/forms/index.html, CLEC Forms Online or Interexchange Carrier Webforms. If factors are not updated then BellSouth will

assume that the percentages are the same as previously provided. If a valid quarterly report has never been received then BellSouth may utilize the factor(s) provided with the initial order for service, the most recent audit results if an audit has been performed or the default value for the particular factor. In cases where sufficient data is available then BellSouth will determine the factors to be utilized for billing.

3.2. PIU - Percent Interstate Usage

This factor is the percentage of use that is interstate. For services that are billed on a per minute of use (MOU) basis the PIU is based upon the traffic to and from the BellSouth Network. Further, depending upon the type of usage based service, the PIU may represent the percentage of both originating and terminating usage or may only represent the percentage of terminating usage that is jurisdictionally interstate. Any traffic that originates/terminates in the reporting carrier's network that ultimately originates/terminates to the BellSouth Network through another carrier's network shall be included in the reported PIU factor(s) by the intermediate carrier that accepts billing for the usage. This relationship is usually established per an agency authorization. In these situations, the carrier that accepts billing from BellSouth for the usage to and from BellSouth shall include such usage in their factor calculations that are reported to BellSouth. Any usage that transits a reporting carrier's network shall be included in the jurisdictional factor reporting by the billed carrier to the originating/terminating carrier regardless of the number of carriers involved in the transport of the traffic. It is incumbent upon the carrier that is billed for originating/terminating traffic to the BellSouth Network to report PIU factors to BellSouth that are representative of the actual jurisdiction of traffic delivered to BellSouth.

For services that are not billed on a usage sensitive basis (e.g. Switched Transport Local Channel, Interoffice Channels & Multiplexing Equipment) the total use of the service shall be considered in determining the PIU factors including originating and terminating usage to the BellSouth Network.

The PIU factor is calculated as follows where MOUs are billed minutes of use:

$$\frac{\textit{Total Interstate MOUs}}{\textit{Total Usage MOUs}}$$

Total Usage includes interstate, intrastate and local usage. This percentage is calculated on a statewide basis. Both Interexchange Carriers and Facility Based Competitive Local Exchange Carriers (CLECs) are required to report PIU factors per their Access Carrier Name Abbreviation (ACNA).

3.3. PLU – Percent Local Usage

This factor is the percentage of intrastate terminating usage that is categorized as Local Jurisdiction. For purposes of this guide the total intrastate usage includes intrastate local usage and intrastate non-local usage. The local jurisdiction is applicable to Competitive Local Exchange Carriers (CLECs) that are terminating local traffic from their network to the BellSouth network. CLECs that totally utilize resale or unbundled network elements to provision local services are not required to report PLU factors. Interexchange Carriers that do not terminate local traffic as a CLEC are not required to report PLU factors. Terminating party pays usage shall be excluded from the PLU calculations (same as TPIU, Section 4.3). The local jurisdiction is normally defined per Local Interconnection contractual agreements and is calculated as follows where MOUs are billed minutes of use:

$$\frac{\textit{Total Local Terminating MOUs}}{\textit{Total Intrastate Terminating MOUs}}$$

The total intrastate terminating minutes can be determined by multiplying the total terminating minutes by (1- TPIU). Therefore the PLU may also be calculated as follows:

$$\frac{\textit{Total Local Terminating MOUs}}{\textit{(Total Terminating MOUs) x (1-TPIU)}}$$

This factor is calculated on a statewide basis by Access Carrier Name Abbreviation (ACNA).

3.4. PLF – Percent Local Facility

The PLF is the percentage of the intrastate use of Switched Dedicated Transport and/or Local Interconnection Transport that is jurisdictionally local. This factor is similar to PLU except that it applies to dedicated transport services that are billed on a non-usage sensitive basis. Reporting of this factor is required by Facility Based CLECs utilizing BellSouth Local Interconnection transport services. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* (see http://www.interconnection.bellsouth.com/forms/index.html, CLEC Forms Online or Interexchange Carrier Webforms). In addition, IXCs that also function as a CLEC and utilize Switched Dedicated Transport and/or Local

Interconnection transport to interconnect with the Bellsouth Network for the exchange of local traffic are required to report a PLF. As with PIU factors for non-usage sensitive billed services, the total use of these services are considered in determining the factor (i.e. all originating and terminating usage). The PLF represents the percentage of use of all the Switched Dedicated Transport and Local Interconnection Transport provisioned by BellSouth that is jurisdictionally local as defined per contract or tariff. The PLF for these services is based upon the usage that is transported by these services as follows:

$$\frac{\textit{Total Local MOUs}}{\textit{Total Intrastate MOUs}}$$

The total intrastate minutes can be determined by multiplying the total minutes by (1- PIUE) where PIUE is the factor applicable to Switched Dedicated Transports and Local Interconnection Transport. Therefore the PLF may also be calculated as follows:

$$\frac{\textit{Total Local Minutes}}{\textit{(Total Minutes) x (1-PIUE)}}$$

This factor may is calculated on a statewide basis and reported per Access Carrier Name Abbreviation (ACNA).

4.0 Service Reporting Requirements

Jurisdictional factors shall be developed and reported for particular services as specified in the BellSouth Tariffs and as specified in applicable contracts that are provisioned for a carrier. Factor reporting requirements for these services are discussed in the following subsections.

4.1. BellSouth Switched Access (SWA) Feature Group A (FGA) PIU (PIUA)

Usage based rate elements are billed for FGA in both the originating and terminating directions. This usage shall be apportioned to the intrastate and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportion all the applicable usage (both originating, terminating and transit) between the state and interstate jurisdictions. All usage received from or delivered to the BellSouth network and through the BellSouth Network to

connecting local exchange carriers shall be considered in the determination of the PIU for FGA.

4.2. BellSouth SWA FGB PIU (PIUB)

Usage based rate elements are billed for FGB in both the originating and terminating directions. This usage shall be apportioned to the state and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportions all the applicable usage (both originating and terminating) based elements between the intrastate and interstate jurisdictions.

4.3. BellSouth SWA FGD & Local Terminating PIU (TPIU)

Usage based rate elements are billed for FGD in both the originating and terminating directions. BellSouth is able to determine the jurisdiction of originating FGD traffic per the billing records generated with each call. Therefore a factor to apportion usage for originating FGD traffic is not required from the reporting carrier. Originating traffic consists of calls where the location of the calling number is served from a BellSouth end office that is connecting to a carrier for completion to the called number location. The terminating usage shall be apportioned to the state and interstate jurisdictions per a TPIU factor. A single TPIU factor for terminating FGD traffic shall be reported at the state level to apportion the applicable usage based elements between the intrastate and interstate jurisdictions. Terminating party pays usage (e.g. 800 terminating traffic) shall be excluded from the TPIU calculations.

Local traffic shall also be included when determining the TPIU. If the reporting carrier functions as an Interexchange and Local carrier then all of the terminating usage sent to BellSouth will be apportioned between the state and interstate jurisdictions per a single TPIU. This factor shall be reported at the state level per Access Carrier Name Abbreviation (ACNA). A TPIU shall be reported by CLECs even if it does not terminate any interstate traffic to the BellSouth network. In this situation, the CLEC should report a TPIU equal to zero (0.00) to indicate that all of its traffic is Intrastate and Local.

4.4. BellSouth Local Interconnection PLU

The percent of usage to be billed per the Local Interconnection contracts is determined by the PLU factor. This factor shall be developed in conjunction with the TPIU factor discussed in the previous subsection. After the TPIU is

determined then the percentage of the intrastate usage that is local shall be determined. By definition, the percentage of intrastate traffic of the total terminating traffic is equal to 1 – TPIU. The total terminating traffic to be considered is discussed in the TPIU subsection. The PLU represents the percentage of intrastate terminating usage that is jurisdictionally local. This factor is reported at the state level by ACNA.

4.5. BellSouth SWA 500 PIU (ZP15)

The SWA 500 PIU factor will be applied to the carrier's originating 500 service MOUS and to the calls to apportion the usage and calls between state and interstate jurisdiction. This factor represents the percentage of originating 500 minutes and calls that are interstate jurisdiction.

4.6. BellSouth SWA 700 Access Service (ZP17)

The SWA 700 PIU factor will be applied to the carrier's originating 700 service MOUS to apportion the usage between state and interstate jurisdiction. This factor represents the percentage of originating 700 minutes that are interstate jurisdiction.

4.7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening (ZP18)

The SWA 8XX PIU factor will be applied to the carrier's originating 8XX service MOUS and queries to apportion the usage and queries between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 8XX minutes and queries that are interstate jurisdiction.

4.8. BellSouth SWA 900 Service (ZP19)

The SWA 900 PIU factor will be applied to the carrier's originating 900 service MOUS to apportion the usage between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 900 minutes that are interstate jurisdiction.

4.9. BellSouth SWA Transport PIUE

BellSouth SWA Transport PIUE is applicable to the following SWA Transport Services:

SWA Local Channel
SWA Dedicated Interoffice Channels
SWA Channelization Equipment
Local Interconnection Dedicated Transport
Dedicated End Office Trunk Port Service
Dedicated Tandem End Office Trunk Port Service
SWA Expanded Interconnection Cross-Connects

The PIUE may also be applied to other flat rated charges not specifically covered by other PIU categories.

The utilization of these transport services is considered in combination to determine the PIUE factors. The PIUE will be applied to the recurring billing elements for these services to apportion billing between the intrastate and interstate jurisdictions. The total jurisdictional use of these services shall be considered when determining PIUE factors including all originating and terminating usage. The PIUE represents the percentage that these services are utilized for interstate jurisdiction applications.

4.10. BellSouth Local Interconnection Transport PLF

This factor is utilized to apportion the use of SWA Local Channel, SWA Dedicated Interoffice Channels, SWA Channelization Equipment, Local Interconnection Dedicated Transport, Tandem/End Office Ports and various other flat rated services to the Local Jurisdiction for billing purposes (per tariff and contractual agreements). This factor is developed in conjunction with the PIUE. The PLF represents the percentage of the Intrastate use of these services that is jurisdictionally Local whereby the Intrastate percentage is defined as 1-PIUE. The total jurisdictional use of these services shall be considered when determining PLF and should include originating and terminating traffic. This factor is reported at the state level by ACNA.

4.11.a. BellSouth CCS7 Access Arrangement SPIU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then as APIU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA

Usage- based services. The billed minutes that are jurisdictionally ***interstate*** as a percentage of the total billed minutes shall be reported as the CCS7 Access SPIU.

4.11.a. BellSouth CCS7 Access Arrangement SPLU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then an SPLU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage based services and Local Interconnection services. The billed minutes that are jurisdictionally ***local*** as a percentage of the total *intrastate* billed minutes shall be reported as the CCS7 Access SPLU. Where the customer is a "Third Party Provider" of CCS7 Access services then the SPLU will be developed based upon a weighted average of all of that provider's "Third Party Customer's" end user traffic.

4.11.c. BellSouth CCS7 Access Arrangement: Special Note

In determining a factor for intrastate, ***non-local traffic,*** consider the following example:

Based on evaluating SWA usage-based services and local interconnection services, a BellSouth carrier customer has determined that its signaling traffic merits an SPIU of 80 and an SPLU of 60. As such, the following will then be true:

80% of the carrier's signaling messages will be billed as ***interstate.***
Of the remaining **20%,** 60% of the 20% (.60 x .20 = .12), **12%** will be billed as ***local.***

And, the final **8%** will be billed as ***intrastate, non-local.***

5. BellSouth Line Information Data Base Service LIDB

There are two factors reported for LIDB service, a PIU factor and a PCLU (Percent CLEC LIDB Usage). These factors are utilized to apportion the queries

to the LIDB Data Base between the interstate, intrastate and local jurisdiction. First, the total number of queries in the study period is determined and then the PCLU shall be calculated. The PCLU represents the percentage of LIDB queries that are jurisdictionally Local as a percentage of the total number of queries. The basic formula for the PCLU calculation is as follows:

$$\frac{\textit{Number of Local Queries}}{\textit{Total Number of Queries}}$$

After the PCLU is determined, the LIDB PIU shall be determined. The LIDB PIU represents the percentage of queries that are jurisdictionally interstate of the total number of queries minus the number of queries that are jurisdictionally local. The formula for the LIDB PIU is as follows:

$$\frac{\textit{Number of Interstate Queries}}{\textit{(Total Number of Queries)} - \textit{(Number of Local Queries)}}$$

5.0 Report Process

The following summarizes the major steps to develop and report jurisdictional factors:

- Install/modify systems to capture usage data with sufficient detail to accurately determine and aggregate the usage to the appropriate jurisdiction, by ACNA
- Create/Modify call detail records for traffic segregation to the appropriate service and jurisdiction
- Record and accumulate usage data
- Analyze usage data
- Calculate the factors
- Report the factors
- Maintain sufficient records of the data resources utilized to determine jurisdictional factors to comply with audit verification requirements as specified in the BellSouth Tariffs and applicable contractual agreements.

6.0 Frequency of Reporting

Jurisdictional factors shall be updated on a quarterly basis during the months of January, April, July and October. These updates shall be received no later than 30

days after the first day in each of these months. These factors shall represent the actual use for the three previous ending on the last day of December, March, June and September respectively. These updates shall be provided in writing by letter or electronic mail and sent to the following address:

US Mail

BellSouth Telecommunications, Inc
2300 Northlake Centre Drive
Suite 415
Tucker, GA 30084

OR

Electronic Mail

piu.reports@bellsouth.com

An e-mail will be returned indicating receipt of reports submitted by electronic mail. The recommended format for updates is via the online form *RF-3995 Jurisdictional Factor Report* (see http://www.interconnection.bellsouth.com/forms/index.html, CLEC Forms Online or Interexchange Carrier Webforms).

In those instances where BellSouth has sufficient information to calculate jurisdictional factors for itself, BellSouth will notify the carrier, by letter or email, of the factors that will be used in billing, as well as the effective date. Unless otherwise notified, BellSouth will continue to update the specific identified factor(s) for subsequent quarters per the above schedule and the carrier will be exempt from further responsibility to report those specific factors.

In the event the customer does not provide a projected jurisdictional factor(s) and BellSouth does not have sufficient information to develop the jurisdictional factor(s) then BellSouth may utilize the most recent audit results if an audit has been performed, the jurisdictional factor(s) provided with the initial order for service or a default value.

7.0 Audits

7.1. Audit Request

If BellSouth disputes a PIU factor provided by a carrier and BellSouth does not have sufficient information to calculate a PIU, BellSouth may initiate negotiations with the carrier in order to reconcile the factor differences and attempt to determine the correct PIU factor.

If negotiations are attempted and are not successful in producing an agreed PIU factor, BellSouth has the option per its access tariffs to initiate an independent, third party audit of the carrier's PIU factors and the process utilized in the development of PIU factors.

Upon 30 days written notice, BellSouth may initiate an audit to ensure proper billing of traffic. The audit will be performed by:

- An independent auditor under contract to BellSouth
- A mutually acceptable independent auditor paid for by BellSouth
- Or an independent auditor selected and paid for by the carrier

Call detail records from which the PIU can be ascertained shall be retained for a minimum of 6 months. The call detail records will be made available for inspection at an agreed upon location during normal business hours. If requested data is not provided within 30 days of the notice, the carrier shall be in violation of the Tariff. BellSouth will not submit more than one audit request per calendar year.

7.2. Audit Compliance

The factor shall be adjusted based upon the audit results. The audited factor shall be applied to the usage for the quarter the audit was completed, the quarter prior to the audit, and the two quarters following the completion of the audit. If the audited factor has a variance of 20% or more from the factor reported factor, the carrier shall reimburse BellSouth for the cost of the audit if the audit was paid for by BellSouth.

Two quarters after the quarter in which the audit was completed, the carrier may report a revised factor. If the revised factor denotes a deviation of 5% or more from the audited factor and the carrier is not able to justify this deviation to BellSouth's satisfaction, BellSouth has the option of requesting another audit.

The carrier may contest the audit within 30 days from the date the audit report has been furnished to the carrier.

8.0 Ordering

As stated in 3.1 preceding, BellSouth jurisdictional shall be provided with the initial request for each service in each state and quarterly thereafter. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* which is located at http://www.interconnection.bellsouth.com/forms/index.html, CLEC Forms Online or Interexchange Carrier Webforms. Failure to provide the appropriate factors with the initial request may result in delay of service. In the event that service is provided and the appropriate factors have not been received, a default factor may be used.

Attachment 4

Collocation

BELLSOUTH

COLLOCATION

1. Scope of Attachment

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when NuVox is 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; all buildings or similar structures owned, leased, or otherwise controlled by BellSouth that house its network facilities; all structures that house BellSouth facilities on public rights-of-ways, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by BellSouth that is adjacent to BellSouth's Central Offices, Serving Wire Centers, buildings and structures (hereinafter "Premises"). BellSouth Remote Site Locations ("Remote Site Locations") include cabinets, huts and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. If the Premises occupied by BellSouth is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment. BellSouth will inform NuVox if a Premises is leased when special considerations and/or intervals may be applicable.

1.2 If BellSouth provides collocation to other telecommunications carriers, or to a BellSouth Affiliate, BellSouth will provide the same collocation to NuVox at rates, terms and conditions no less favorable to NuVox than those provided by BellSouth to other telecommunications carriers, or to a BellSouth Affiliate.

1.3 Right to Occupy. BellSouth shall offer to NuVox collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and in full compliance with the rules and orders of the FCC and the Commission. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow NuVox to occupy a certain area designated by BellSouth within a Premises or on BellSouth property upon which the Premises is located of a size which is specified by NuVox and agreed to by BellSouth (hereinafter "Collocation Space", or "Remote Site Collocation Space"). To the extent not contained herein, the necessary rates, terms and conditions for collocation at Premises, as defined by the FCC above, shall be negotiated upon reasonable request for collocation at such Premises.

1.4 **Space Reservation**

1.4.1 Neither BellSouth nor any of BellSouth's Affiliates may reserve space for future use on more preferential terms than those set forth in Sections 1.4.2 and 1.4.3 of this Attachment.

1.4.2 In all states other than Florida, the size, or rack/bay(s) in a Remote Site Location, specified by NuVox may contemplate a request for space sufficient to accommodate NuVox's growth within a twenty-four (24) month period.

1.4.3 In the state of Florida, the size, or rack/bay(s) in a Remote Site Location, specified by NuVox may contemplate a request for space sufficient to accommodate NuVox's growth within an eighteen (18) month period.

1.5 Space Allocation. BellSouth shall use best efforts to accommodate NuVox's requested preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not (a) materially increase NuVox's cost or materially delay NuVox's occupation and use of the Collocation Space, (b) assign Collocation Space that will impair the quality of service or otherwise limit the service NuVox wishes to offer, (c) reduce unreasonably the total space available for physical collocation at a Premise, or preclude unreasonably physical collocation within the Premises. Consistent with the foregoing, BellSouth shall assign NuVox collocation space within Premises that utilizes existing infrastructure (e.g., HVAC, lighting and available power), if such space is available for collocation. 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 Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

1.6 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. NuVox will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

1.7 Virtual Collocation Space Reservation. BellSouth shall relinquish any space held for future use before denying a request for virtual collocation on the grounds of space limitations, unless BellSouth proves to the Commission that virtual collocation at that point is not technically feasible.

1.8 Use of Space. NuVox shall use the Collocation Space for the purposes of installing, maintaining and operating NuVox's equipment (to include testing and monitoring equipment) necessary for interconnection or for accessing unbundled network elements in accordance with the Act and FCC and Commission rules.

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.

1.10 Service Coordination. The Parties shall coordinate, where necessary, to ensure that the Collocation Space is provisioned in accordance with the specifications submitted by NuVox in its Application, as affirmed by the Bona Fide Firm Order ("BFFO") or as jointly amended thereafter. BellSouth will provide the necessary infrastructure to support NuVox's request(s) pursuant to this Agreement.

2. Space Availability Report

2.1 Upon request from NuVox and at the NuVox's expense, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation at a particular Premises. This report will include the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises for which the Space Availability Report was requested by NuVox.

2.1.1 The request from NuVox for a Space Availability Report must be in writing and include the Premises street address, as identified in the Local Exchange Routing Guide ("LERG") and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carrier Association ("NECA") Tariff FCC No. 4.

2.1.1.1 If NuVox is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, NuVox may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, NuVox should submit to BellSouth a Remote Site Interconnection Request ("the Request") for the Serving Wire Center CLLI code prior to submitting its request for a Space Availability Report. NuVox should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee as set forth in Exhibit B of this Attachment.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of the receipt of such a request. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify NuVox and inform NuVox of the timeframe under which it can respond.

2.2 Remote Site Information. Upon written request, BellSouth will provide NuVox with the following information concerning BellSouth's remote sites: (i) the address of the remote site; (ii) the CLLI code of the remote site; (iii) the carrier serving area of the remote site; (iv) the designation of which remote sites subtend a particular central office; and (v) the number and address of customers that are served by a particular remote site.

2.3 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of NuVox's 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 NuVox, up to a maximum of thirty (30) wire centers per NuVox request per month per state, and up to a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) NuVox agrees to pay the cost as set forth in Exhibit B.

3. Collocation Options

3.1 Cageless. BellSouth shall allow NuVox to collocate NuVox's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow NuVox to have direct access to NuVox's equipment and facilities in accordance with Section 5.19 below. BellSouth shall make cageless collocation available in single rack/ bay increments. Except where NuVox'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, NuVox 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. BellSouth will make caged collocation available in fifty (50) square foot increments, which should be sufficient enough, to collocate a single rack/bay of equipment. At NuVox's expense, NuVox will arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's reasonable and nondiscriminatory Technical References ("TRs") ("Specifications"), where technically feasible as that term has been defined by the FCC, prior to starting equipment installation. BellSouth will provide Specifications to its BellSouth Certified Suppliers. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, NuVox and NuVox's BellSouth Certified Supplier must comply with the more stringent local building code requirements. NuVox'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 NuVox and provide, at NuVox's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for NuVox's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. NuVox's BellSouth Certified Supplier shall bill NuVox directly for all work performed for NuVox pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by NuVox's BellSouth Certified Supplier. Upon request, BellSouth shall construct the enclosure for NuVox.

3.2.1 BellSouth may elect to review NuVox's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify NuVox of its desire to execute this review in BellSouth's response to the Initial Application, if NuVox has indicated its desire to construct its own enclosure. If NuVox'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 Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of NuVox's plans and specifications. Regardless of whether or not BellSouth elects to review NuVox'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 NuVox'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 NuVox. BellSouth may require NuVox to remove or correct within seven (7) calendar days, at NuVox's expense, any structure that materially deviates fromNuVox's plans and specifications or BellSouth's Specifications, if applicable. If NuVox requests BellSouth to construct the enclosure or do any other work, NuVox reserves the right to inspect the enclosure or work performed by BellSouth and review any plans or specifications related to the same.

3.3 Shared Caged Collocation. NuVox may allow other telecommunications carriers to share NuVox's caged collocation arrangement, where technically feasible as that term has been defined by the FCC, pursuant to the terms and conditions agreed to by NuVox ("Host") and the other telecommunications carriers ("Guests") pursuant to this Section, except where the Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to NuVox or is located on property for which BellSouth holds an easement and such easement does not permit such an option for a Remote Site Location. BellSouth shall be notified in writing by NuVox upon the execution of any agreement between the Host and its Guest(s) prior to the submission of any application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by NuVox 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 NuVox.

3.3.1 NuVox, 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 and for the purposes of 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 NuVox with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. BellSouth will not allocate less than one (1) rack/bay per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay within a Remote Site Location, BellSouth will not prorate the cost of the bay. In all other states than Florida, and in addition to the above, NuVox 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 additional equipment placement applications using the Host's Access Carrier Name Abbreviation ("ACNA"), provided that Guest secures permission from NuVox to use NuVox's ACNA and password. A separate Guest application shall result in the assessment of a Remote Site Application Fee, an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application ("Application Response").

3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.3 NuVox 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 NuVox's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's, its employees' or agents' negligence, gross negligence, or willful misconduct.

3.3.4 In making shared caged arrangements available, whether or not NuVox serves as Host, BellSouth may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a shared arrangement of similar dimensions and material to a single collocating party.

3.4 Shared Remote Site Cageless Collocation. Subject to the requirements set forth in Section 3.3 above, to the extent BellSouth is permitted to offer shared collocation at Remote Site locations by property or easement owners, BellSouth will permit shared cageless collocation at such locations, where technically feasible, and space is available.

3.5 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement ("Adjacent Arrangement") on Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by NuVox and must be in conformance with reasonable and nondiscriminatory provisions of BellSouth's design and construction Specifications. Further, NuVox shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the applicable rates, terms and conditions set forth in this Attachment. Additional rates, where applicable, shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.

3.5.1 If NuVox requests Adjacent Collocation, pursuant to the conditions stated in Section 3.5 above, NuVox must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, NuVox and NuVox's BellSouth Certified Supplier must comply with the more stringent local building code requirements. NuVox's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. NuVox's BellSouth Certified Supplier shall bill NuVox directly for all work performed for NuVox pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by NuVox's BellSouth Certified Supplier.

3.5.2 NuVox must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review NuVox's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure NuVox's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from NuVox for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to NuVox'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 NuVox. BellSouth may require NuVox to remove or correct within seven (7) calendar days at NuVox's expense, any structure that materially deviates from its submitted plans and specifications or BellSouth's Specifications, if applicable.

3.5.3 NuVox 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 NuVox'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 pricing that complies with the pricing standards of Sections 251 and 252 of the Act. NuVox's BellSouth Certified Supplier shall be responsible, at NuVox's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow shared use of the Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 above.

3.5.4 In the event that interior space in a BellSouth Premises becomes available, and subject to the provisions of Section 6.6 of this Attachment, NuVox may, at its option, relocate

its equipment from an adjacent facility into the interior space subject to the rates, terms and conditions of this Attachment 4.

3.6 Other Physical Collocation Arrangements. BellSouth will provide other collocation arrangements that have been demonstrated to be technically feasible. A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, NuVox, is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises.

3.7 Virtual Collocation. Virtual Collocation will be made available according to the terms and conditions described in BellSouth's FCC Tariff No. 1 for all states except Florida, which will be made available pursuant to the terms and conditions contained in the Florida Access Tariff. BellSouth shall provide Virtual Collocation at the rates set forth in Exhibit B of this Attachment. If there are any inconsistencies between BellSouth's FCC Tariff No. 1 or the Florida Access Tariff, and this Agreement, the rates, terms, and conditions of this Agreement shall control.

3.7.1 Virtual Collocation would occur when NuVox provides and leases to BellSouth its transmission and other collocation equipment dedicated to NuVox's use. NuVox will be responsible for monitoring and controlling NuVox's circuits terminating at BellSouth's Premises. Once space preparation is complete, and upon NuVox's request, NuVox shall contract with a BellSouth Certified Supplier to install all equipment and facilities in accordance with BellSouth's guidelines and Specifications. NuVox shall be responsible for all costs of the BellSouth Certified Supplier's installation of NuVox's virtual collocation arrangement. NuVox shall be responsible for all engineering associated with the installation and the provision of the equipment, necessary supplies and related documentation related to provisioning NuVox's virtual collocation space. BellSouth will maintain and repair such equipment under the same intervals and with the same or better failure rates for performance of similar functions for comparable BellSouth equipment. Maintenance may include the change out of electronic cards provided by NuVox.

3.7.2 NuVox may purchase the equipment from a third party, and is not required to purchase the equipment from BellSouth.

3.7.3 BellSouth will make available digital, analog and fiber cross connects for Virtual Collocation at the rates contained in Exhibit B of this Attachment.

3.8 Remote Site Collocation. Remote Site Collocation is the placement of NuVox owned facilities and equipment in BellSouth remote sites. Equipment ownership, maintenance and insurance are the responsibility of the NuVox or their approved

agent. The minimum amount of a Remote Site Collocation arrangement is one bay/rack.

3.8.1 For equipment requiring special technical considerations, NuVox must provide the equipment layout, including spatial dimensions for such equipment pursuant to the 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 Sections 3.8.2 and 3.8.3 following.

3.8.2 NuVox may elect to connect to a feeder line by submitting a service inquiry for that UNE to the Complex Resale Support Group, as follows:

3.8.2.1 connection to a BellSouth feeder line (when technically feasible) is achieved via cross connects located near the BellSouth equipment inside the Remote Site Location. In this case, the point of demarcation is the DSX, feeder distribution interface, or LGX panel in the Remote Site Location.

3.8.2.2 connection of the NuVox owned or leased entrance facilities into the Remote Site Collocation Space from NuVox's own point of presence is permitted. However, BellSouth will designate the point of entrance at the Remote Site location housing the collocation space, so that it is physically accessible to both Parties.

3.8.3 Distribution lines will be accessed through NuVox's provision of a copper cable through a conduit from the Remote Site collocation space to the feeder distribution interface of sufficient length for splicing. BellSouth will splice this cable to the distribution cable at the feeder distribution interface in 8-pair increments.

3.8.4 Virtual Collocation in the Remote Site. Virtual Collocation provides for the placement of NuVox owned equipment and facilities in a BellSouth Remote Site. The minimum amount of space offered for a virtual collocation arrangement is one rack/bay. BellSouth will lease NuVox's entrance fiber or cable (to include copper) cabling and equipment for the nominal fee of one dollar. NuVox's certified supplier will install the equipment in the rack/bay. BellSouth will then be responsible for performing all installation, maintenance and repair of the Virtual in the Remote Site plug-ins, when NuVox requests such work via a Service Order or Maintenance ticket.

3.9 Cross Connect. A cross connect purchased pursuant to this Attachment shall connect the demarcation point associated with NuVox's collocation arrangement to the UNEs purchased by NuVox pursuant to Attachment 2 hereof or the interconnection facilities purchased by NuVox pursuant to Attachment 3 hereof.

3.10 Co-Carrier Cross Connect ("CCXC"). CCXCs are cross connects between NuVox and another collocated telecommunications carrier other than BellSouth in the same Premises. Where technically feasible, BellSouth will permit NuVox to interconnect directly between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises via CCXCs and the

associated cabling necessary to complete the interconnection consistent with FCC Rule 51.323. Both NuVox's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXCs. BellSouth applicable charges will be imposed on the requesting telecommunications carrier. NuVox is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

3.10.1 NuVoxmay provision the CCXC using its own technicians, if certified as a BellSouth Certified Supplier, or contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned or leased by NuVox. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark). In cases where NuVox's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, NuVox may use its own technicians to install CCXCs using either electrical or optical facilities (and associated patch cords, jumper cables, tie-pairs, etc.) between the equipment of both collocated telecommunication carriers and construct a dedicated cable support structure, if needed, between the two (2) contiguous cages.NuVox shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. NuVox shall not provision CCXC on any BellSouth distribution frame, Point of Termination ("POT") bay, Digital System Cross Connect ("DSX") panel, or Light Guide Cross Connect ("LGX") panel. NuVox is responsible for ensuring the integrity of the signal.

3.10.2 The CCXC fees provided for in this Agreement shall not apply when BellSouth has installed fiber or copper/coax cable support structure, pursuant to the terms and conditions of previous interconnection agreements between the Parties, that has been paid in full by NuVox via nonrecurring CCXC charges. If NuVox has ordered a service that originates from its collocation space and terminates to another collocator's space in the same BellSouth Premises, which caused a BellSouth technician to jumper the two (2) collocation spaces together using NuVox specific connecting facility assignments ("CFAs") provided by NuVox and the other collocator at a BellSouth frame, panel or existing POT bay (wherever the point of demarcation resides), then BellSouth will permit these cross connections to remain in-service as provisioned and at the rates at which they were provisioned ("Grandfathered").

3.10.3 NuVox 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 NuVox 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 (2) contiguous caged collocation arrangements, NuVox may use its own technicians to construct the dedicated support structure between the two (2) collocation arrangements.

3.10.4 To request or self-provision CCXCs, NuVox must submit a Remote Site Application, an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for CCXCs, as set forth in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply as appropriate. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to NuVox. If the CCXC is requested as part of an Initial Application, only the Initial Application Fee shall apply, plus any other applicable charges.

3.10.5 If requested by NuVox, BellSouth will provision additional cable racking, if insufficient capacity is available to support NuVox's request to provision a CCXC itself.

3.11 Direct Connect ("DC"). BellSouth will permit NuVox to interconnect directly between NuVox's virtual and/or physical collocation arrangements within the same Premises by utilizing a DC. NuVox must use a BellSouth Certified Supplier to place the DC. The DC shall be provisioned through facilities owned by NuVox. In those cases where NuVox's virtual and/or physical collocation space is contiguous in the central office, NuVox will have the option of using NuVox's own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure. NuVox will deploy such optical or electrical connections directly between its own facilities without being routed through BellSouth equipment. NuVox may not self-provision DC's on any BellSouth distribution frame, POT bay, DSX panel or LGX panel.

3.11.1 NuVox is responsible for ensuring the integrity of the signal. NuVox-provisioned DC's shall utilize 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. In the case of two (2) contiguous collocation arrangements, NuVox will have the option of using NuVox's own technicians to construct its own dedicated support structure.

3.11.2 To request or self-provision DCs, NuVox must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of DC's, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for DC, as defined in Exhibit B, will apply. If modifications in addition to the placement of DC's are requested, the Initial Application or Subsequent 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 Space Ready Date. BellSouth will notify NuVox in writing when the Collocation Space is ready for occupancy ("Space Ready Date").

4.2 Acceptance Walkthrough. NuVox 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 from NuVox's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame or mutually agree to accept the deviations. BellSouth will notify NuVox of a new Space Ready Date upon resolution of any deviations that require correction. 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 only those items identified in the initial walkthrough. This process will continue until the Space Acceptance Date as defined below in Section 4.3 following. NuVox must notify BellSouth in writing that collocation equipment installation is complete and operational with BellSouth's network.

4.3 Space Acceptance Date. If NuVox completes its acceptance walkthrough within the fifteen (15) calendar day interval, the date of NuVox's acceptance of the Collocation Space, as indicated by NuVox's execution of a Space Acceptance Form, will be the Space Acceptance Date ("Space Acceptance Date").

4.3.1 In the event that NuVox fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by NuVox on the Space Ready Date and the Space Acceptance Date will be established as the same date, provided that BellSouth has complied with all space preparation, provisions of NuVox's BFFO, and that all required of BellSouth is complete.

4.3.2 If NuVox decides to occupy the space prior to the Space Ready Date, the date NuVox occupies the space will be deemed the Space Acceptance Date.

4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement NuVox may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application, or a Remote Site Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's execution of the Space Relinquishment Form for the collocation space(s) for which NuVox seeks to terminate occupancy, which termination date shall be the same date as NuVox's date of the Space Relinquishment Form, provided NuVox has complied with all provisions of the Space Relinquishment Form. BellSouth may terminateNuVox's right to occupy the Collocation Space in the event NuVox fails to comply with any material provision directly related to Collocation in this Agreement provided BellSouth gives NuVox thirty (30) calendar days' prior written notice of the failure to comply and gives NuVox an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.

4.4.1 Upon termination of occupancy, NuVox, at its sole expense, shall remove its equipment and any other property from the Collocation Space. NuVox shall have thirty (30) calendar days ("Removal Date") from the Subsequent Application BFFO Date to complete such removal, including the removal of all equipment and facilities of

NuVox's Guest(s), unless NuVox's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment, pursuant to the Commissions' space exhaust requirements and executed the appropriate documentation required by BellSouth prior to the NuVox Removal Date.

4.4.2 Should NuVox or NuVox's Guest(s) fail to vacate the Collocation Space by the Removal Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of NuVox or NuVox's Guest(s), in any commercially reasonable manner that BellSouth deems fit, at NuVox's expense and with no liability whatsoever for NuVox's property or NuVox's Guest(s)'s property, provided that BellSouth has not granted NuVox's request for an extension of the Removal Date, and such request shall not unreasonably be denied.

4.4.3 Upon termination of NuVox's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and NuVox shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by NuVox, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. NuVox'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, Central Office Record Drawings and ERMA Records. NuVox shall be responsible for the cost of removing any NuVox constructed enclosure, together with any supporting structures (e.g., racking, conduits or power cables), at the termination of occupancy and restoring grounds to their original condition

5. Use of Collocation Space

5.1 Equipment Type. BellSouth shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements, in accordance with the applicable FCC and Commission rules and orders. Equipment is necessary for interconnection if an inability to deploy that equipment would, as practical, economic, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any Affiliate, subsidiary, or other party.

5.2 Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the requesting carrier from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

5.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the requesting carrier seeks to deploy it, meets either or both of the standards set forth above in Sections 5.1 and 5.2 above. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus

between the additional functions the equipment would perform and the telecommunication services NuVox seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in Sections 5.1 and 5.2 above must not cause the equipment to significantly increase the burden on BellSouth's property. Such equipment necessary for interconnection or access to unbundled network elements shall include, but is not limited to transmission equipment, equipment to light dark fiber, optical terminating equipment and multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, multifunction equipment, remote switching modules, fiber distribution frames, splitters, concentrators, cross connect systems, switching equipment other than traditional circuit switches, and ancillary equipment that enables a requesting carrier to assure proper provisioning and functioning of other collocated equipment. Subject to the provisions of this Section, NuVox may order BellSouth tariffed services that connect to such equipment in its Collocation Space.

5.3.1 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 Premises must not place any greater relative burden on BellSouth's property than comparable single function equipment. BellSouth may object to the collocation of equipment based on criteria and in accordance with procedures and limitations established by applicable FCC and Commission rules and orders. With the exception of the equipment set forth in this Section 5.3.1, BellSouth may not block collocation and use of equipment while a proceeding to determine whether BellSouth may block such placement is pending. If BellSouth prevails in such a proceeding, NuVox will remove such equipment from the collocation, within thirty (30) days of receipt of a written request to do so from BellSouth, or as otherwise set forth in the relevant Commission order.

5.4 Whenever BellSouth objects to collocation of equipment by NuVox for purposes within the scope of Section 251 (c)(6) of the Act, BellSouth shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above in this Section. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. Collocated equipment must comply with 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. If BellSouth denies collocation of NuVox's equipment, citing safety standards, BellSouth must provide to NuVox within five (5) business days of the denial a list of all equipment that BellSouth locates at the Premises in question, together with an affidavit attesting that all of the equipment meets or exceeds the safety standard that BellSouth contends the competitor's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that NuVox's equipment does not satisfy; BellSouth's basis for concluding that NuVox's equipment does not meet this safety requirement; and BellSouth's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety. BellSouth reserves the right to permit on a nondiscriminatory basis collocation of equipment that does not necessarily comport with the requirements of applicable FCC and Commission rules and orders.

5.5 All NuVox Remote Site 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 conducted 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 and located within NuVox's Remote Site Collocation Space.

5.6 Terminations. NuVox shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment (including, but not limited to, transmission equipment, multiplexers, DSLAMS, DLC's, signal regenerators, cross connect panels) physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as the transmission equipment already placed in an 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 that NuVox submits an application for terminations that exceed the total capacity of the collocated equipment, NuVox will be informed of the discrepancy and will be required to submit a revision to the application. Billing for terminations begin when services are ordered to those terminations via an ASR or a LSR.

5.7 NuVox will provide a list of those entities with a security interest in collocation equipment in NuVox's collocation sites to BellSouth. This list will be updated by NuVox once annually. This information shall be expressly covered by the confidentiality provisions contained in Section 12 of the General Terms and Conditions of this Agreement. In no event shall BellSouth use the list of entities for any purpose other than contacting equipment owners or lien holders subsequent to abandonment of such equipment by NuVox.

5.8 No Marketing. NuVox shall not use the Collocation Space for marketing purposes, nor shall it place any marketing materials outside the Collocation Space or on the grounds of the Premises.

5.9 Collocation Space/Equipment Identification. NuVox shall place a plaque on or affix other identification (e.g., stenciling) to NuVox's equipment, in order for BellSouth to identify NuVox's equipment, including a list of emergency contacts with telephone numbers. For caged collocation the identification may be placed on a plaque affixed outside of the caged enclosure. All equipment must be identified for cageless collocation.

5.10 Entrance Facilities. NuVox may elect to place NuVox-owned or NuVox-leased (from BellSouth or a third party provider) fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. NuVox will provide and place fiber cable at the point of entrance (in the entrance manhole) of sufficient length to be pulled through conduit and into the splice location. NuVox will provide and place copper or fiber cable through conduit from the Remote Site Collocation Space to the feeder distribution interface to the splice location of sufficient length for splicing by BellSouth. In Central Offices, NuVox 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 NuVox's equipment in the Collocation Space. In the event NuVox utilizes a non-metallic, riser-type entrance facility, a splice will not be required. NuVox must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. NuVox is responsible for maintenance of the entrance facilities.

5.10.1 Central Office - Microwave Entrance Facilities. At NuVox's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions.

5.10.2 Central Office -Copper and Coaxial Cable Entrance Facilities. BellSouth shall permit NuVox to use copper or coaxial cable entrance facilities, if approved by the Commission. Notwithstanding the foregoing, 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.

5.11 Dual Entrance Facilities. BellSouth will provide at least two (2) interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by NuVox for dual entrance facilities to its physical Collocation Space, BellSouth shall provide NuVox 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 installing a second entrance facility to NuVox's arrangement. The location of the serving manhole(s) will be as close as reasonably possible to the Premises housing the Collocation Space, but determined by BellSouth on a reasonable and nondiscriminatory basis. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to NuVox in the Application Response. BellSouth shall not deny an Application for the sole reason that dual entrance facilities are not available.

5.12 Shared Use. NuVox may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to NuVox's collocation arrangement within the same Premises.

5.12.1 In a Central Office, BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. NuVox must arrange with BellSouth in accordance with all reasonable and nondiscriminatory requirements set forth in BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the NuVox provided riser cable to the spare capacity on the entrance facility. If NuVox desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in accordance with all reasonable and nondiscriminatory requirements set forth in BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from NuVox for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on NuVox's entrance facility.

5.12.2 For a Remote Site, the Parties will negotiate the rates, terms and conditions based upon the technical feasibility and physical capacity at the time of a request from NuVox.

5.13 Central Office Demarcation Point. BellSouth, in a reasonable and nondiscriminatory manner and in accordance with any and all applicable FCC and Commission rules and orders, will designate the point(s) of demarcation between NuVox's equipment and/or network and BellSouth's network. Each Party will be responsible for the installation, maintenance and operation of all equipment/facilities on its side of the demarcation point and may make any terminations that may be required on their side of the demarcation point and may self-provision cross connects within the Collocation Space that may be required to activate service requests. NuVox shall have access to the demarcation point and all equipment and facilities on its side of the demarcation point. NuVox shall not have access to BellSouth's side of the demarcation point. When troubles cannot be clearly isolated to BellSouth's facilities and equipment, BellSouth will agree to test cooperatively with NuVox to assist in trouble isolation to a specific Party's facilities and equipment as set forth in Section 2.3.13 of BellSouth's FCC Tariff No. 1. If NuVox performs testing of its facilities and submits a trouble ticket to BellSouth indicating a trouble exists on BellSouth's side of the demarcation, then BellSouth will perform the required testing on its side of the demarcation point to

isolate the trouble reported by NuVox. If BellSouth does find that a trouble exists on its side of the demarcation point after it has performed the required testing of its facilities, then BellSouth will take the necessary action to repair its facilities to eliminate the trouble and NuVox will not be charged for submission of the trouble ticket. If BellSouth cannot locate any trouble on its side of the demarcation point, then BellSouth will assess NuVox the applicable Maintenance of Services charge as set forth in Section 13.3.1 of BellSouth's FCC Tariff No. 1, based on the amount of time, in half-hour increments, it takes a BellSouth technician to complete the appropriate testing. If, within thirty (30) calendar days of BellSouth's billing of the Maintenance of Services charge, NuVox performs its testing of the same facilities and finds that the trouble has not been eliminated and does not reside onNuVox's side of the demarcation point, then the NuVox shall submit a second trouble ticket to BellSouth. If, after testing has been performed by BellSouth, the trouble is actually determined to be on BellSouth's side of the demarcation point, BellSouth will not charge NuVox for the submission of the trouble ticket. BellSouth shall also credit NuVox's account for the amount of the original Maintenance of Service charge on this same facility, within the next billing cycle. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame ("CDF"). NuVox shall be responsible for providing, and **NuVox**'s BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling, the common, and necessary cabling pursuant to Section 7 below. For DS1 and DS3 connections, the demarcation point shall be a BellSouth provided DSX panel, or elsewhere if mutually agreed. For fiber connections, the demarcation point shall be a BellSouth provided LGX panel, or elsewhere if mutually agreed. For DS0 connections, the demarcation point shall be a BellSouth designated distributing frame. BellSouth shall not require NuVox to use an intermediate interconnection arrangement in lieu of a direct connection to BellSouth's network if technically feasible.

5.13.1 Existing point(s) of demarcation – NuVox provided POT Bay. BellSouth will grandfather existing point(s) of demarcation established at a NuVox provided POT Bay. NuVox shall order services using the existing remaining terminations in the POT bay.

5.13.2 Existing point(s) of demarcation – BellSouth provided POT Bay. BellSouth will grandfather existing point(s) of demarcation established at a BellSouth provided POT Bay. NuVox shall order services using the existing remaining cabling and terminations in the POT Bay.

5.13.3 Irrespective of where the demarcation point in a central office is located, BellSouth shall provide NuVox with access to the NuVox's side of the demarcation point pursuant to this Section.

5.14 Remote Site Point of Demarcation. The point of demarcation will be as follows for each service level: DS-0 services will be the feeder distribution interface. DS-1 services will be at the designated BellSouth DS-1 cross connect panel. DS-3 services

will be at the designated BellSouth DS-3 cross connect panel. Dark fiber services will be at the designated BellSouth LGX panel.

5.15 NuVox's Equipment and Facilities. NuVox, or if required by this Attachment, NuVox'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 NuVox and collocated in the Collocation Space or elsewhere in the Premises. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. NuVox need not use a BellSouth Certified Supplier to monitor, maintain or repair its own equipment and facilities.

5.16 BellSouth's Access to Enclosed Collocation Space. Except in the case of an emergency, BellSouth will not access NuVox's locked enclosure prior to notifying NuVox at least seventy-two (72) hours or three (3) business days, whichever is greater, before access to the Collocation Space is required. BellSouth retains the right to access NuVox's space for the purpose of making BellSouth equipment or cabling and building modifications (e.g., altering or removing racking, ducts, electrical wiring, HVAC, and cabling). NuVox may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that NuVox will not bear any of the expense associated with this type of work. BellSouth, its employees, vendors and agents, will comply at all times with its own security and safety procedures and requirements, while in NuVox's space.

5.16.1 In cases of emergency, BellSouth will provide oral notice of entry as soon as possible (such oral notice most likely will be after entry) and, upon request, will provide subsequent written notice containing the time of entry, cause for emergency, and a listing of personnel allowed to enter the space during said emergency.

5.16 NuVox must provide the local BellSouth Central Office building contact with two Access Keys that will allow BellSouth entry into enclosed and locked Collocation Space, including but not limited to, Adjacent Arrangements, pursuant to this Section. Access Keys may not be duplicated under any circumstances. BellSouth agrees to be responsible for all Access Keys and for the return of all Access Keys after the contractual obligation with NuVox ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.

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5.17 BellSouth shall be liable for the negligent actions of its employees or agents and for any damage caused to NuVox's equipment, facilities or Collocation Space while in NuVox's Collocation Space and shall indemnify and hold harmless NuVox from any claim, liability or damages that may result from such entry into NuVox's Collocation Space by BellSouth, its agents, contractors or employees.

5.19 NuVox's Access. NuVox shall have access to its Collocation Space or Remote Site Collocation Space twenty-four (24) hours a day, seven (7) days a week. Such access will be unescorted, provided NuVox complies with the requirements set forth in Section 13 of this Attachment. NuVox agrees to provide the name and social security

number, date of birth, or driver's license number of each employee, supplier, or agent of NuVox or NuVox's Guests 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. When distributing access keys or cards, BellSouth shall provide receipt acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys to NuVox. These receipt acknowledgement forms must be signed by NuVox and returned to BellSouth Access Management within fifteen (15) calendar days of NuVox's receipt of keys or cards. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth. Access Keys may not be duplicated under any circumstances. NuVox agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of NuVox's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with NuVox ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement. The BellSouth Access Customer Advocacy Center ("ACAC") emergency access contact numbers will be provided to NuVox for access related issues.

5.19.1 BellSouth will permit one accompanied site visit to NuVox's designated collocation arrangement location, after receipt of the BFFO without charge to NuVox. NuVox must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30) calendar days prior to the date NuVox desires access to the Collocation Space or Remote Collocation Space. NuVox may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time subsequent to BellSouth's receipt of the BFFO. BellSouth shall respond to such request within five (5) business days, and shall use best efforts to facilitate the visit on the date requested by NuVox. In the event NuVox desires access to the Collocation Space or Remote 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 NuVox to access the Collocation Space or Remote Collocation Space, prior to completing BellSouth's Training requirements (as set forth in Section 13 of this Attachment), accompanied by a security escort, at NuVox's expense. NuVox must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired. A security escort will be required whenever NuVox or its approved agent desires access to the entrance manhole.

5.19.2 Lost or Stolen Access Keys. The Parties shall immediately notify each other in writing in the case of lost or stolen Access Keys. If it becomes necessary for BellSouth to re-key buildings or enclosures or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), NuVox shall pay for the costs of re-keying or deactivating the card as set forth in the rates in Exhibit B of this Attachment. If it becomes necessary for NuVox to rekey an enclosure due to BellSouth losing a key or

if a key becomes stolen while in the possession of BellSouth, BellSouth will pay NuVox the applicable costs, as supported by documentation, to rekey an enclosure or replace lost or stolen keys that NuVox has previously provided to BellSouth.

5.20 Health Related Facilities and Parking. NuVox authorized personnel will have reasonable access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc. within the Premises), as well as to available parking.

5.21 Interference or Impairment. 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.

5.21.1 Interference or Impairment. Notwithstanding any other provisions of this Attachment, NuVox 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, or significantly impairs from the service provider's perspective, a traditional voice band service or advanced service provided by BellSouth, or by any other entity whose service enters, is routed through or exits that Central Office; 2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity located in the central office or on the Premises in which the Central Office is located; 3) knowingly or unlawfully compromises the privacy of any communications routed through the Premises 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 NuVox violates the provisions of this paragraph, BellSouth shall provide written notice to NuVox, which shall direct NuVox to cure the violation within forty-eight (48) hours of NuVox's actual receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of significant degradation. Any dispute regarding the source of the risk, impairment, interference, or degradation may be resolved pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

5.21.2 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 NuVox fails to commence curative action within twenty-four (24) hours and exercise commercially reasonable efforts to complete such action as soon as possible or if the violation is of a character that poses an immediate and substantial threat of physical damage to property or injury or death to any person, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat, including, without limitation, the interruption of electrical power to NuVox's equipment which BellSouth has determined beyond a reasonable doubt is the cause of

such threat. In the case of NuVox not taking action within twenty-four (24) hours and exercising commercially reasonable efforts to complete such action as soon as possible, BellSouth will provide notice to NuVox prior to, or, if made impossible due to the nature of the threat imposed, as soon as possible after the taking of such action and provided that BellSouth, its agents, contractors or employees conduct themselves in strict compliance with this Section and except to the extent that such action by BellSouth fails to comport with the requirements of this paragraph or otherwise constitutes negligence, gross negligence or willful misconduct, BellSouth shall have no liability to NuVox for any damages arising from such action. If BellSouth's right to take action pursuant to this Section results solely from NuVox's failure to take curative action or to exercise commercially reasonable efforts to complete such action as soon as possible, BellSouth shall provide notice prior to taking action under this Section. Any disputes with respect to BellSouth's right to take such action under this Section 5.21.2 shall be resolved pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

5.21.3 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 NuVox 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 NuVox or, if subsequently necessary, the Commission must be supported by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by NuVox is significantly degrading the performance of other advanced services or traditional voice band services, NuVox 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 it is acceptable for deployment under applicable FCC and Commission rules and orders, the degraded service shall not prevail against the newly deployed technology.

5.22 Central Office Personalty and its Removal. Subject to requirements of this Attachment, NuVox may place or install in or on the Central Office Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, or is desirable for the maintenance and operation of the collocated telecommunications equipment, and does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by NuVox 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 its status as personalty and may be removed by NuVox at any time. Any damage caused to the Collocation Space by NuVox's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by NuVox's expense.

5.23 Alterations. Under no condition shall NuVox or any person acting on behalf of NuVox 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 Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by NuVox. Any such Alteration shall require a Subsequent Application and will result in the assessment of a Remote Site Application Fee, a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee as set forth in Section 6.2.1 below, and, which will be billed by BellSouth on the date that BellSouth provides NuVox with an Application Response.

5.24 Janitorial Service. NuVox shall be responsible for the general upkeep of its Collocation Space. NuVox 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 site-specific basis, upon request.

6. Ordering and Preparation of Central Office and Remote Site Collocation Space

6.1 Initial Application. For NuVox or NuVox's Guest(s) initial equipment placement, NuVox shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). 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

6.1.1 Initial Application Fee. An Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by NuVox, and will be billed by BellSouth on the date that BellSouth provides NuVox with an Application Response.

6.2 Subsequent Application. In the event NuVox or NuVox's Guest(s) desires to modify the Collocation Space after a BFFO, NuVox shall complete an application that contains all of the detailed information associated with an Alteration to the Collocation Space, as defined in Section 5.23 of this Attachment ("Subsequent Application"). The Subsequent Application is 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 Premises are necessary to accommodate the change requested by NuVox in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.2.1 Subsequent Application Fee. The application fee paid by NuVox for its request for an Alteration shall be dependent upon the level of assessment needed for the Alteration requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, an

Administrative Only Application Fee will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, where the removal requires no physical work to be done by BellSouth, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Alteration requested has limited effect (e.g., requires limited assessment but no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides NuVox with an Application Response.

6.3 Remote Site Application. When NuVox or NuVox's Guest(s) desires to install a bay/rack in a Remote Site Location, NuVox shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Remote Site Application"). The Remote Site Application is Bona Fide when it is completed and accurate, meaning that all required fields on the Remote Site Application are completed with the appropriate type of information. An application fee, as set forth in Exhibit B, 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 a Remote Site Application will be required. The installation of additional shelves/ equipment, subject to the restrictions contained in Section 3.8 above, within an existing bay or rack does not require a Remote Site Application.

6.3.1 Availability of Space. Upon submission of an application, BellSouth will permit NuVox to physically collocate in any available full bay/rack of space, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no full bay/rack of space available due to space limitations after BellSouth has conducted a review of all space within the Remote Site Location 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 below 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 NuVox of the amount that is available.

6.4 Space Preferences. If NuVox has previously requested and received a Space Availability Report for the Premises, NuVox may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the NuVox's preference(s), NuVox may accept the space allocated by BellSouth or cancel its application, (without incurring an application fee), 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 be billed by BellSouth on the date that BellSouth provides NuVox 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 a requested Premises. BellSouth's electronic application system will indicate when the application is Bona Fide. If the application cannot be Bona Fide, BellSouth will describe the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify NuVox 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 NuVox or space that is configured differently, no application fee will apply. If NuVox decides to accept the available space, NuVox must resubmit its application to reflect the actual space available, including the configuration of the space. When NuVox resubmits its application, BellSouth will bill NuVox the appropriate application fee.

6.5.2 BellSouth will respond to a Florida and Tennessee application within fifteen (15) calendar days as to whether space is available or not available within a Premises. BellSouth's electronic application system will indicate when the application is Bona Fide. If the application cannot be Bona Fide, BellSouth will describe the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify NuVox of the amount of space that is available or space that may be configured differently and no application fee will apply. If NuVox decides to accept the available space, NuVox 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 NuVox that no space is available ("Denial of Application"), BellSouth will not assess an application fee to NuVox. After providing written notice to NuVox that BellSouth has no available space in the requested Premises, BellSouth will allow NuVox, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application, or as otherwise agreed to by the Parties. In order to schedule this tour, the request for the tour of the Premises must be received by BellSouth at least five (5) calendar days prior to the tour date.

6.5.4 BellSouth's written notice of denial shall provide NuVoxwith information relevant to the denial of its request for collocation space, and give some detail as to why the space was denied.

6.5.5 Expedited Removal of Equipment in a Space Exhaust Scenario. BellSouth shall remove obsolete unused equipment from its Premises prior to denying a request for collocation on the grounds of space limitations, unless BellSouth proves to the Commission that collocation at the point is not technically feasible.

6.5.6 BellSouth will provide virtual collocation in accordance with applicable FCC and Commission rules and orders.

6.5.7 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 required or 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 NuVox to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.6 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 Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. BellSouth will notify the requesting carriers on the waiting list by mail when space becomes available, according to the position of each requesting carrier on said waiting list.

6.6.1 In Florida, on a first come, first served basis, governed by the date of the receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of each telecommunications 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 telecommunications carriers on the waiting list within two (2) 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 When space becomes available, NuVox must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of notification by BellSouth that space will be available in the Premises previously out of space. If NuVox has originally requested caged Collocation Space and cageless Collocation Space becomes available, NuVox may refuse such space and notify BellSouth in writing within the thirty (30) calendar day timeframe that NuVox wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. NuVox may accept an amount of space less than its originally requested space 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 NuVox does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunications carrier on the waiting list and remove

NuVox from the waiting list. Upon request, BellSouth will advise NuVox 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 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 has become available in a 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 caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application for physical collocation and ten (10) calendar days for virtual collocation. The Central Office Application Response will include sufficient information to enable NuVox to place a Firm Order, which, at a minimum, will consist of the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.

6.9.1.1 BellSouth will provide the Remote Site Application Response in Alabama, Georgia, Kentucky, Mississippi, North Carolina, and South Carolina, when space has been determined to be available, 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 below.

6.9.1.2 BellSouth will provide the Remote Site Application Response in Louisiana, when space has been determined to be available, within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (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 below.

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 NuVox to place a Firm Order. The Central Office 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 below. When

NuVox 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.

6.9.2.1 BellSouth will provide the Remote Site Application Response 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 NuVox 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 below. When NuVox 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.

6.9.2.2 BellSouth will provide the Remote Site Application Response in Tennessee, when space has been determined to be available, 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 below.

6.10 Application Modifications.

6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of NuVox, or necessitated by technical considerations agreed to by both Parties, 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 NuVox 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 where 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 NuVox to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides NuVox with an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 NuVox shall indicate its intent to proceed with its request for collocation space in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after receipt of BellSouth's Application Response to NuVox's Bona Fide Application or NuVox's application will expire.

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of NuVox's BFFO. BellSouth will acknowledge the receipt of NuVox's BFFO within seven (7) calendar days of receipt, so that NuVox will have positive confirmation 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 for physical and Remote Site collocation arrangements 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 Alterations requested to the Collocation Space after initial space completion, BellSouth will complete construction for physical and remote site collocation arrangements 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 no additional space requested. If BellSouth does not believe that construction for physical and remote site collocation will be completed within the relevant timeframe and BellSouth and NuVox 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 of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission. For virtual collocation arrangements in Florida and Tennessee, BellSouth will complete construction for initial and Alterations requested to the virtual Collocation Space after initial space completion as soon as possible within a maximum of sixty (60) calendar days.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for caged collocation arrangements 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 cageless and Remote Site collocation arrangements 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. BellSouth will complete construction for virtual collocation arrangements under ordinary conditions as soon as possible within a maximum of fifty (50) calendar days under ordinary conditions from

receipt of a BFFO and seventy five (75) 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. Extraordinary conditions shall include, but not be limited to, major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a 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 Records Only Change. When NuVox adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or additional intervals will be imposed by BellSouth.

7.1.4 Central Office Augments. In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to NuVox, when NuVox requests a Central Office 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. The cost of any such Augment shall be paid by NuVox. Unless otherwise set forth in Section 7.1.4.10 below, any such Augment application will require a Subsequent Application.

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)
- Install 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 –Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless).

7.1.4.5 Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space

7.1.4.6 If NuVox submits an Augment application request that includes two Augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the Augment 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 NuVox submits an Augment application request that includes three Augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 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 NuVox 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 higher 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 NuVox and BellSouth. If NuVox and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 above would apply based on whether the Augment request is for NuVox's physical or virtual collocation arrangement.

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 NuVox at the time BellSouth provides NuVox with the Application Response. If NuVox requests multiple items from different Augment categories BellSouth will bill NuVox the Augment Application Cost, as identified in Exhibit B of this Attachment, associated with the higher Augment category only. NuVox 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 above). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.

7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and NuVox will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the BFFO. NuVox Upon mutual agreement and within a mutually agreed upon time frame, the Parties will exchange any additional information requested (including, but not limited to cable type and cable termination specifications, naming convention and requirements, diagrams or drawings depicting the exact path of entrance facilities from the interconnection point to the Collocation Space, power cabling connectivity, feeder and fuse specifications and requirements, BellSouth contacts and escalation procedures, and identification of demarcation points) at the Joint Planning Meeting.

7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.

7.4 Acceptance Walkthrough. NuVox will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to NuVox that the Collocation Space is ready for occupancy. In the event NuVox fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by NuVox provided that BellSouth has complied with all space preparation, provisions of NuVox's BFFO, and that all required of BellSouth is completed on the Space Ready Date. BellSouth will correct any deviations to NuVox's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different timeframe. At the end

of the acceptance walkthrough or after any deviations are corrected, NuVox will execute a Space Acceptance Form indicating its acceptance of the Collocation Space.

7.5 Central Office Circuit Facility Assignments ("CFAs"). BellSouth will provide CFAs to NuVox as soon as possible and no later than thirty (30) calendar days after BellSouth's receipt of a Bona Fide Firm Order, except as set forth in Section 7.5.1 following. The ACTL will be provided to NuVox no later than with the issuance of the CFA.

7.5.1 To provide CFAs to NuVox prior to the Provisioning Interval for those Premises in which NuVox has a physical collocation arrangement with a POT bay provided by NuVox or a virtual collocation arrangement, -NuVox must provide BellSouth with the following information:

7.5.1.1 for a physical collocation arrangement with a NuVox-provided POT bay - a complete layout of the POT panels (equipment inventory update ("EIU") form) showing locations, speeds, etc.

7.5.1.2 for a virtual collocation arrangement - a complete layout of NuVox's equipment (EIU form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by NuVox's BellSouth Certified Supplier.

7.5.1.3 NuVox may submit an EIU form at any time after the twentieth (20^{th}) calendar day after the BFFO. CFAs will be provided within ten (10) calendar days of receipt of the EIU form.

7.5.2 BellSouth will bill NuVox a nonrecurring charge, as set forth in Exhibit B, each time NuVox requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to NuVox.

7.5.3 For a Remote Site CFAs are not used. Distribution lines will be accessed by NuVox provisioning a copper cable through a conduit from the Remote Site collocation space to the feeder distribution interface ("FDI") of sufficient length for splicing. BellSouth personnel will splice NuVox's cable to a group/bundle of the distribution cable at the FDI. Groups/Bundles will be provided in 8-pair increments. In order to establish the cable/pair range NuVox must submit a Remote Site Splitter Ordering Document ("RSOD") which can be found in the Remote Site High Frequency Spectrum ("RS HFS") CLEC Information Package located on BellSouth's web site at http://interconnection.bellsouth.com/guides/unedocs/rs_hfs.pdf. Once the cable/pair range is established NuVox can then submit LSRs for individual line activations.

7.6 Use of BellSouth Certified Supplier. NuVox shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all construction, engineering as specified in TR 73503, installation and removal work. NuVox, if a BellSouth Certified Supplier, or NuVox's BellSouth Certified Supplier must follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, NuVox must use a separate

BellSouth Certified Supplier for those work activities associated with transmission equipment, switching equipment and power equipment, unless the BellSouth Certified Supplier has met the requirements for all of the required work activities. BellSouth shall provide NuVox with a list of BellSouth Certified Suppliers, upon request. NuVox, if a BellSouth Certified Supplier, or its BellSouth Certified Supplier(s) shall be responsible for installing NuVox's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and NuVox upon successful completion of installation and all associated work.. In cases where a BellSouth Certified Supplier is used, the BellSouth Certified Supplier shall bill NuVox directly for all work performed for NuVox pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by NuVox's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to NuVox or any supplier proposed by NuVox and will not unreasonably withhold certification.

7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. NuVox shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service NuVox's Collocation Space. Upon request, BellSouth will provide NuVox with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by NuVox. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

7.8 Virtual to Physical Collocation Relocation. NuVox may relocate its existing virtual collocation arrangement(s), according to the standard intervals identified in Sections 7.1.1 and 7.1.2 above, to a physical collocation arrangement(s) and pay the appropriate fees associated with physical collocation and the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as set forth in Exhibit B to this Attachment 4. In the event BellSouth knows when additional space for physical collocation may become available at the location requested by NuVox, such information will be provided to NuVox in BellSouth's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to NuVox within one hundred eighty (180) calendar days of BellSouth's written denial of NuVox's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) NuVox was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then NuVox 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. NuVox 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.

7.9 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. BellSouth will complete virtual to in-place physical collocation conversions within forty-five (45) calendar days from receipt of the BFFO. BellSouth will bill NuVox an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to NuVox.

7.10 Cancellation. If at any time prior to space acceptance, NuVox cancels its order for Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable nonrecurring rate(s) as set forth in Exhibit B for any and all work processes for which work has begun or been completed.

7.11 Licenses. NuVox, 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, if any, to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Collocation Space.

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 NuVox agrees to pay the rates and charges identified in Exhibit B attached hereto.

8.2 Application Fee. BellSouth shall assess an application fee by generating a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.9 above. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to NuVox.

8.2.1 In Tennessee, the applicable application fee for caged physical collocation is the planning fee for both Initial Applications and Subsequent Applications placed by NuVox. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to NuVox.

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 NuVox's equipment. NuVox 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 technically feasible.

8.4 Recurring Charges. If NuVox has met the applicable fifteen (15th) calendar day walkthrough interval specified in Section 4.3 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event that NuVox fails to complete an acceptance walkthrough within the applicable fifteen (15th) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If NuVox occupies the space prior to the Space Ready Date, the date NuVox occupies the space is deemed the new Space Acceptance Date and billing for recurring charges will begin on that date.

8.5 NuVox shall continue the payment of all monthly fees to BellSouth until the date that NuVox, and if applicable NuVox's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Billing for monthly recurring charges will cease on the date that NuVox and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that NuVox signs off on the Space Relinquishment Form and sends this form to BellSouth, if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. In the latter case, if subsequent inspection by BellSouth within fifteen (15th) calendar days of its receipt of the Space Relinquishment Form, does reveal discrepancies, billing for monthly recurring charges will cease on the date that BellSouth and NuVox jointly conduct an inspection, which confirms that NuVox has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy.

8.6 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. NuVox shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event NuVox opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to NuVox as prescribed in this Section. If NuVox was previously billed ICB or nonrecurring space preparation charges by BellSouth, but has not paid such charges in full, BellSouth will determine any outstanding amounts due from NuVox, and the Parties will agree on such outstanding amounts that are due and owing to BellSouth. If NuVox pays such outstanding amounts to BellSouth, no additional space preparation charges will be applicable or billed going forward for those collocation arrangements, for which space preparation charges have been paid in full through previously billed ICB or nonrecurring space preparation charges. However, any new requests for collocation space or augmentations requesting additional space for an existing collocation arrangement will be billed pursuant to the current monthly recurring space preparation rates set forth in Exhibit B of this Attachment.

8.7 Floor Space. Billing for floor space, if applicable, will begin on the Space Acceptance Date. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any expenses for power supplied to NuVox for its equipment. When the Collocation Space is enclosed, NuVox shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, NuVox 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 NuVox's equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, NuVox shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

8.8 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of NuVox's BFFO.

8.9 Security Escort. 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 NuVox shall pay for such half hour charges in the event NuVox fails to show up.

8.10 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of ninety-nine (99) records. These nonrecurring fees will be billed upon receipt of NuVox's BFFO.

8.11 Power Rates. Rates for power are as set forth in Exhibit B of this Attachment. Applicable rates shall vary depending on whether NuVox elects to be billed on a fused basis, by electing to remain (or install new collocations or augments) under the traditional collocation power billing method, or on a usage basis, by electing to convert collocations to (or install new collocations or augments under) the power usage metering option set forth in Section 9 below.

8.11.1 Under the fused amp billing option, NuVox shall be billed at the Commission's most recently approved fused amp recurring rate for DC power. However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are Grandfathered as a result of NuVox having provided documentation to BellSouth demonstrating that NuVox paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, NuVox will be billed the Grandfathered recurring rate for the DC power set forth in Exhibit B of this Attachment.

8.11.2 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.

8.12 **Grandfathered Rates.**

8.12.1 The rates for the recurring charges for Grandfathered CCXC will be the rates in effect before the Effective Date of this Agreement, if any, and such rates shall be set forth in Exhibit B of this Attachment.

8.12.2 The Grandfathered POT Bay rates are pursuant to state ordered rates for particular POT Bay elements.

9. Central Office Power

9.1 BellSouth shall make available –48 Volt (-48V) Direct Current (DC) power for NuVox's Collocation Space at a BellSouth Battery Distribution Fuse Bay ("BDFB"). If NuVox was previously served off BellSouth's main power board pursuant to NuVox's previous Interconnection Agreement, that arrangement shall be Grandfathered. Recurring charges for -48V DC power will be assessed as set forth in Section 8.11 above.

9.1.1 Fused Amp Billing Option. Monthly recurring charges for -48V DC power will be assessed per fused amp per month using the following formula:

For power provisioned from a BDFB – The number of fused amps requested by NuVox on its collocation application for power that is being provisioned from a BellSouth BDFB should reflect a multiplier of 1.5 to convert the requested amperage to fused amps, with a minimum of ten (10) fused amps required. The number of fused amps requested by NuVox on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B, which rate has already been adjusted through the application of the .67 multiplier.

For power provisioned from the main power board – The number of fused amps made available at the main power board, in increments of 225 amps/main power board circuit, multiplied by the DC power fused amp rate set forth in Exhibit B, which rate has already been adjusted through the application of the .67 multiplier.

9.1.2 Central Office Physical Collocation Regional Power Usage Measurement Option. The Central Office Regional Power Usage Measurement Option provided in this Section 9 shall be applicable for all nine (9) states in the BellSouth region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee) as a package. This option shall be provided in all nine (9) states in lieu of other metered options that exist or may subsequently arise (by order or contract) in

any of these nine (9) states for the duration of this Agreement. If any metered rates or terms of this power usage provision are modified pursuant to the change in law provision as set forth in the General Terms and Conditions of this Agreement then, for each state hereunder, all of the ordered rates and associated terms and conditions shall apply thereafter and to each physical collocation arrangement to which the power usage measurement option applied and, to the extent that there are no such ordered rates in a state, the rates of the then current BellSouth standard interconnection agreement shall apply in such state subject to the modification of Agreement provisions in the General Terms and Conditions. If any metered rates or terms of this power usage provision are modified by NuVox's adoption of the rates, terms and conditions of another CLEC's interconnection agreement pursuant to section 252 (i) of the Act in any of the states covered by this Agreement, such adopted rates, terms and conditions shall apply thereafter and to each physical collocation arrangement to which the power usage measurement option applied and, in any states not covered by such adoption, the rates, terms and conditions for power usage measurement, if any, of the then current BellSouth standard interconnection agreement shall apply, provided that such language fully effectuates and is consistent with applicable state commission orders.

9.1.3 AC Usage Component of DC Power Charges. BellSouth, or its BellSouth Certified Supplier, will perform all metering activities, which will include providing the necessary ammeter or other measurement device, to measure the actual power usage being drawn by NuVox's physical collocation equipment on both the A and B power feeds. The AC Usage Component of the DC Power charge will be based upon the sum of either the instantaneous or busy hour average electrical current readings, depending on the capabilities of the ammeter or other measurement device. NuVox may, at its sole cost and expense, install or maintain its own meters on those BDFBs located in its own physical Collocation Space(s) and may notify BellSouth if it would like to offer BellSouth the option of using such meters for the purpose of establishing measurements. In such case, BellSouth, or its BellSouth Certified Supplier, will have the option of reading and recording the actual power usage from either the meter installed or maintained by NuVox on NuVox's own BDFB(s) or via a BellSouth provided measurement device. The usage reading for the option elected by BellSouth shall be used for purposes of calculating the billing, provided that BellSouth elects one method and continues to use that method unless BellSouth provides reasonable notice to NuVox to change the method.

9.1.3.1 If BellSouth, or its BellSouth Certified Supplier, requires access to NuVox's physical Collocation Space for purposes of measuring the power usage, BellSouth or its BellSouth Certified Supplier shall provide NuVox with a minimum of forty-eight (48) hours notice that access is required. NuVox shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to NuVox's physical Collocation Space. Once the date and time of access to NuVox's physical Collocation Space has been agreed upon, NuVox and BellSouth or its BellSouth Certified Supplier shall adhere to the agreed upon date and time, or provide a minimum of three (3) hours notice to the other Party if the original

appointment will be missed or must be cancelled and rescheduled. If NuVox fails to provide access to its physical Collocation Space or fails to provide BellSouth/BellSouth Certified Supplier with a minimum of three (3) hours notice of the necessity to cancel and/or reschedule the appointment, then NuVox shall pay, for the missed meter reading a non-recurring charge, as set forth in Exhibit B of this Attachment, and shall pay a non-recurring charge as set forth in Exhibit B of this Attachment for each additional meter reading trip required to measure NuVox's power usage. If BellSouth/BellSouth Certified Supplier fails to provide NuVox with a minimum of three (3) hours notice of the necessity to cancel and/or reschedule the appointment, BellSouth shall not bill NuVox a non-recurring charge, as set forth in Exhibit B of this Attachment for such missed appointment, and shall waive the charge for the next additional meter reading trip required to measure NuVox's power usage.

9.1.3.2 For each new physical collocation arrangement for which NuVox desires the metered power usage measurement option, NuVox shall indicate on its Initial Application that the metered power usage measurement option is being elected. For each location that NuVox wants to convert to the metered power usage measurement option, NuVox will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment:

> This Subsequent Application is NuVox's certification that NuVox is opting to convert this physical collocation arrangement to the power usage measurement option and will permit BellSouth and/or the BellSouth Certified Supplier to use an ammeter or other measurement device to measure its actual power usage or, at BellSouth's election, provide BellSouth and/or the BellSouth Certified Supplier with access to NuVox's meter on NuVox's own BDFB(s) (if NuVox chooses to offer BellSouth that option), located in NuVox's physical Collocation Space, to measure actual power usage on all power feeds.

9.1.3.3 BellSouth will bill NuVox a Power Reconfiguration Application Fee, as set forth in Exhibit B of this Attachment, on the date that BellSouth provides an Application Response to each Subsequent Application requesting to convert a physical collocation arrangement to the metered power usage measurement option. BellSouth shall then arrange for the measurement of NuVox's actual power usage on each power feed (each A and B feed) once per quarter at each of NuVox's physical collocation arrangements for which NuVox has submitted an Initial or Subsequent Application electing the metered power usage option. Based upon the actual power usage measurement taken by BellSouth or the BellSouth Certified Supplier, BellSouth shall assess NuVox charges for AC power usage for the following quarter based upon NuVox's actual metered usage for each power feed (both the A and B feeds) or a minimum of ten (10) amps of –48V DC power usage for the sum of the A and B feeds for each power cable, whichever is greater. Such usage shall then be multiplied by the applicable AC power rate, set forth in Exhibit B of this Attachment, to determine the appropriate monthly recurring AC Usage charge that will be billed to NuVox for the

following three (3) calendar months or until the next AC power usage measurement is taken, whichever is later.

9.1.3.4 Either Party, within fifteen (15) calendar days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If NuVox requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then NuVox will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit B of this Attachment. If BellSouth requests a power usage reading be taken in this instance, then NuVox will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten percent (10 %) or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If there is no discrepancy between the readings of ten percent (10 %) or five (5) Amps, whichever is greater, then the Party disputing the original meter reading shall pay the Additional Meter Reading Trip Charge contained in Exhibit B of this Attachment. If the readings do not vary outside these ranges, the initial reading will be used to calculate NuVox's AC Usage charge until the next scheduled power reading.

9.1.3.5 When NuVox submits the appropriate Initial or Subsequent Application indicating its desire to elect the power measurement usage option for a particular physical collocation arrangement in a specific Central Office, BellSouth will provide the associated Application Response pursuant to Section 6 of this Attachment. It will then be the responsibility of NuVox to submit a BFFO, indicating its desire to proceed with its request. After BellSouth receives the BFFO from NuVox, the Initial or Subsequent Application will be completed by BellSouth within the provisioning intervals contained in Section 7 of this Attachment and NuVox will be notified of the Space Ready Date or when the appropriate record and database changes have been made by BellSouth to reflect NuVox's election of the power measurement usage option (which will be considered the "Space Ready Date" for purposes of a Subsequent Application submitted to convert a particular physical collocation arrangement in a specific Central Office to the power measurement usage option). BellSouth will not permit NuVox to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing physical collocation arrangement. When a Subsequent Application is used to elect the power measurement usage option and there are no other changes requested, billing for the recurring charges associated with the AC Usage and DC Power Infrastructure will begin upon the Space Ready Date. If NuVox occupies the space prior to the Space Ready Date, for Initial Application requests only, the date NuVox occupies the space will be deemed the new Space Acceptance Date and the billing for the AC Usage and DC Power Infrastructure will begin on that date. When NuVox elects to move to the power measurement usage option, the number of fused amps of DC Power infrastructure capacity requested by NuVox on its Initial or Subsequent Application will be used for calculating the number of amps to be billed for AC Usage until such time as BellSouth or its BellSouth Certified Supplier can perform, under the currently

existing quarterly meter reading schedule, a reading of NuVox's power usage for the requested physical Collocation Space. As soon as this reading has been taken, BellSouth will adjust NuVox's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. BellSouth will also use this reading for billing purposes until the next quarterly meter reading is performed by BellSouth or its BellSouth Certified Supplier.

9.1.4 Current DC Power Plant Infrastructure Component of DC Power Charges. BellSouth shall assess NuVox a monthly recurring charge as set forth in Exhibit B of this Attachment for BellSouth's power plant infrastructure component of the DC power charges based upon NuVox's fused DC power amperage capacity, as reflected by NuVox on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular physical collocation arrangement(s) being converted to or electing the power usage metering option for those Central Offices specified by NuVox.

9.1.5 Grandfathered DC Power Plant Infrastructure Component of DC Power Charges. For those physical collocation arrangements that were provisioned to NuVox under an individual case basis pricing structure, where NuVox has already paid all non-recurring charges associated with the DC infrastructure capital costs associated with such physical collocation arrangement, and for which NuVox has submitted a Subsequent Application to convert such physical collocation arrangements to the metered power usage measurement option, BellSouth shall assess NuVox a monthly recurring charge as set forth in Exhibit B of this Attachment for BellSouth's power plant infrastructure expense component of the DC power charges, based upon NuVox's fused DC power amperage capacity, as reflected by NuVox on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular physical collocation arrangement(s) being converted to the power usage metering option for those Central Offices specified by NuVox.

9.1.6 Other DC Power Metering Charges. NuVox agrees to notify BellSouth when NuVox has removed or installed telecommunications equipment in NuVox's physical Collocation Space and to ensure that the existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in NuVox's physical Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.

9.1.6.1 BellSouth will bill NuVox a monthly recurring charge per physical Collocation Space for NuVox's physical collocation arrangements in each state, which reflects: 1) BellSouth's expenses to program the applicable billing systems to accept and process the power usage measurement option, 2) BellSouth's expenses associated with its workforce loading the measured power usage data into BellSouth's OSS and billing systems, and 3) the costs for BellSouth/BellSouth Certified Supplier to supply the clamp-on ammeter or other measurement device and perform the task of reading and recording NuVox's actual power usage at each requested physical collocation site.

This "Meter Reading" monthly recurring rate element will be assessed to NuVox for the first twelve (12) power circuits (each A and B feed pair counts as two circuits), and then for each additional two (2) circuits, read by BellSouth or its BellSouth Certified Supplier, at the rates set forth in Exhibit B of this Attachment and based on whether the power meter is provided by BellSouth or its BellSouth Certified Supplier or NuVox.

9.2 When obtaining power from the BDFB, fuses and power cables (A&B) must be engineered (sized) and installed by NuVox's BellSouth Certified Supplier. NuVox is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB to NuVox's equipment. The BellSouth Certified Supplier contracted by NuVox must provide BellSouth with a copy of the engineering power specifications prior to the day on which NuVox's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and NuVox's Collocation Space. NuVox shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within NuVox's Collocation Space, power cable feeds, and terminations of cable.

9.3 If NuVox elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed NuVox's DC Power Plant. Charges for AC power will be assessed per breaker ampere. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by NuVox's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. NuVox's BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the day on which NuVox's equipment becomes 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 NuVox's option, NuVox may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

9.4 NuVox 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 an option, NuVox 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 conversion of the commercial AC power to DC power, 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 NuVox. NuVox'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 installing this power arrangement, just as BellSouth is required to comply with these codes. NuVox must submit an application to BellSouth for the appropriate amount of collocation space that NuVox 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 NuVox'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 charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. NuVox shall be responsible for the recurring charges associated with the central office space needed for collocation of 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 state Commission for the central office requested. NuVox would still have the option to order its power needs directly from BellSouth.

9.5 BellSouth will revise monthly recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by NuVox's BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from NuVox certifying the completion of the power reduction. Notwithstanding the foregoing, if NuVox 's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) calendar days, the power reduction will not become effective until the cabling is removed by NuVox 's BellSouth Certified Supplier and NuVox shall pay the power rate applicable prior to the power reduction request for the period between the receipt pf the Power Reduction Form and the date the power cabling is actually removed.

9.6 If NuVox requests a reduction in the amount of power that BellSouth is currently providing, NuVox must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Power Reconfiguration Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.

9.7 If NuVox has grand-fathered power configurations 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, NuVox must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and a Subsequent Application fee will apply for this reconfiguration to a BellSouth BDFB.

9.7.1 In Alabama and Louisiana, if NuVox has Grandfathered power configurations 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, NuVox

must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply [BST clarification] for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, NuVox will submit a Subsequent Application and the appropriate application fee will apply.

9.8 Remote Site Power. BellSouth shall make available –48 Volt (-48V) DC power for NuVox's Remote Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB) 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 NuVox's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis (ICB). BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by NuVox's BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from NuVox certifying the completion of the power reduction, including the removal of the power cabling by NuVox's BellSouth Certified Supplier.

9.9 Remote Site 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 NuVox's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. NuVox'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 NuVox's option, NuVox may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

10. Insurance

10.1 NuVox 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-.

10.2 NuVox shall maintain the following specific coverage:

10.2.1 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.

10.2.2 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.

10.3 All policies purchased by NuVox 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 Premises and shall remain in effect for the term of this Attachment or until all NuVox's property has been removed from BellSouth's Premises, whichever period is longer. If NuVox fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from NuVox.

10.4 NuVox 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. NuVox shall arrange for BellSouth to receive thirty (30) calendar days' advance notice of cancellation from NuVox's insurance company. NuVox shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

10.5 NuVox 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.

10.6 Self-Insurance. If NuVox's net worth exceeds five hundred million dollars ($500,000,000), NuVox 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 above. NuVox 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 NuVox in the event that self-insurance status is not granted to NuVox. If BellSouth approves NuVox for self-insurance, NuVox shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of NuVox's corporate officers. The ability to self-insure shall continue so long as the NuVox meets all of the requirements of this Section. If NuVox subsequently no longer satisfies this Section, NuVox is required to purchase insurance as indicated by Sections 10.2.1 and 10.2.2 above.

11. Mechanics Liens

11.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or NuVox), 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.

12. Inspections

12.1 BellSouth may conduct an inspection of NuVox's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between NuVox's equipment and equipment of BellSouth. BellSouth may conduct an inspection if NuVox adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide NuVox with a minimum of seventy-two (72) hours or three (3) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

13. Security and Safety Requirements

13.1 Unless otherwise specified, NuVox will be required, at its own expense, to conduct a statewide investigation of criminal history records for each NuVox employee hired in the past five years being considered for work on the Premises, for the states/counties where the NuVox 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. NuVox shall not be required to perform this investigation if an affiliated company of NuVox has performed an investigation of the NuVox employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if NuVox has performed a pre-employment statewide investigation of criminal history records of the NuVox employee for the states/counties where the NuVox 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.

13.2 NuVox will be required to administer to its personnel assigned to the Premises security training either provided by BellSouth, or meeting reasonable and nondiscriminatory criteria defined by BellSouth.

13.3 NuVox shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or

around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and NuVox's name. BellSouth reserves the right to remove from its Premises any employee of NuVox not possessing identification issued by NuVox or who has violated any of the reasonable and nondiscriminatory criteria outlined in BellSouth's CLEC Security Training documents. NuVox shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises.

13.4 NuVox shall not assign to the Premises any personnel with records of felony criminal convictions. NuVox shall not assign to the 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 NuVox personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that NuVox chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, NuVox may, in the alternative, certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

13.4.1 NuVox shall not knowingly assign to the Premises any individual who was a former employee and whose employment with BellSouth was terminated for a felony for which they were convicted.

13.4.2 NuVox shall not knowingly assign to the Premises any individual who was a former supplier of BellSouth and whose access to a Premises was revoked due to a felony for which they were convicted.

13.5 For each NuVox employee or agent hired by NuVox within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, NuVox 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, NuVox will disclose the nature of the convictions to BellSouth at that time. In the alternative, NuVox may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

13.5.1 For all other NuVox employees requiring access to a Premises pursuant to this Attachment, NuVox shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 13.5 above and that security training was completed by the employee.

13.6 At BellSouth's request, NuVox shall promptly remove from BellSouth's Premises any employee of NuVox that BellSouth does not wish to grant access to its BellSouth Premises pursuant to any investigation conducted by BellSouth or prior to the initiation of an investigation if an employee of NuVox is found interfering with the

property or personnel of BellSouth or another collocated telecommunications carrier in a material way. For purposes of this provision, material shall mean some action that could have a substantial impact on the operations, equipment or personnel of BellSouth or another collocated telecommunications carrier. Such investigation shall be commenced and completed by BellSouth as promptly and expeditiously as possible. The Parties shall cooperate and communicate, to the extent circumstances permit, to ensure that the Parties may take appropriate remedial measures.

13.7 Security Violations. Each Party reserves the right to interview the other Party's employees, agents, or suppliers in the event of wrongdoing in or on BellSouth's property, or NuVox's Collocation Space, or involving BellSouth's, NuVox's, or another collocated telecommunications carrier's property or personnel, provided that the Party shall provide reasonable notice to the other Party's designated security representative of such interview. Each Party and its suppliers shall reasonably cooperate with the other Party's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving such Parties' employees, agents, or suppliers. Additionally, each Party reserves the right to bill the other Party for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that such Parties' employees, agents, or suppliers are responsible for the alleged act. Each Party shall bill the other Party for the replacement or repair of property, as appropriate, which is stolen or damaged where an investigation determines the culpability of the other Party's employees, agents, or suppliers and where the other Party agrees, in good faith, with the results of such investigation. Each Party agrees that it shall notify the other Party in writing immediately in the event that it discovers one of its employees working on the 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.

13.8 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.

13.9 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 Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

13.10 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.

13.11 BellSouth will use its best efforts to adequately secure the area which houses NuVox's equipment to prevent unauthorized entry. BellSouth will immediately notify NuVox's

emergency contact of any actual or attempted security breaches to the NuVox's collocation space to the extent BellSouth becomes aware of such breaches.

14. Destruction of Collocation Space

14.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar Acts of God or force majeure circumstances beyond a Party's reasonable control to such an extent as to be rendered wholly unsuitable for NuVox'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 NuVox'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 NuVox, 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. NuVox 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 NuVox's acceleration of the project increases the cost of the project, then those additional charges will be incurred by NuVox. Where allowed and where practical, NuVox may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, NuVox shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for NuVox's permitted use, until such Collocation Space and access to necessary power is fully repaired and restored and NuVox's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where NuVox has placed an Adjacent Arrangement pursuant to Section 3.4 above, NuVox 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.

15. Eminent Domain

15.1 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, or the day upon which the Collocation Space can no longer be used for interconnection and

access to unbundled network elements, whichever is earlier, 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 NuVox 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.

16. Nonexclusivity

16.1 NuVox 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.

17. Notice of Non-Emergency Work

17.1 BellSouth shall provide NuVox with written notice three (3) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that has a substantial likelihood of directly affecting the Collocation Space occupied by NuVox, or that is directly related to circuits that support NuVox equipment. BellSouth will inform NuVox by telephone of emergency related activity that BellSouth or its subcontractors may be performing that has a substantial likelihood of directly affecting the Collocation Space occupied by NuVox, or is directly related to circuits that support NuVox equipment. Notification of any emergency related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary so that NuVox can take any action required to monitor or protect its service.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and NuVox 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 NuVox 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. NuVox should contact 1-800-743-6737 for any BellSouth MSDS required.

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

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the NuVox space with proper notification. BellSouth reserves the right to stop any NuVox work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the Premises by NuVox are owned by NuVox. NuVox 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 NuVox or different hazardous materials

used by NuVox at Premises. NuVox must demonstrate adequate emergency response capabilities for its materials used or remaining at the Premises.

1.6 Spills and Releases. When contamination is discovered at a Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by NuVox to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and NuVox 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 NuVox will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, NuVox must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and NuVox 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 Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, NuVox 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. NuVox further agrees to cooperate with BellSouth to ensure that NuVox'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 NuVox, its employees, agents and/or suppliers.

2.2 The most current version of the reference documentation must be requested from NuVox'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 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 BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a 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

1.3

COLLOCATION - Florida													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		2,785.00		1.20							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,236.00		1.20							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		564.81									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		760.91		1.20							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.28										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	171.12										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.73										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.61										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless per square foot			CLO	PE1SL	2.50										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	84.93										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		287.36									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		572.66									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.80										
	Physical Collocation - Power, -48V DC Power, Grandfathered Site, per Fused Amp Requested			CLO	PE1FT	3.29										
	Physical Collocation - Power, -48V DC Power, Measured AC Usage, per Used Amp, per Power Feed ("A" or "B" Feed)			CLO	PE1FU	3.36										
	Physical Collocation - Power, -48V DC Power, Infrastructure Capital and Expense Costs, per Fused Amp Requested			CLO	PE1FV	5.55										
	Physical Collocation - Power, -48V DC Power, Grandfathered Site, Infrastructure Expense Costs, per Fused Amp Requested			CLO	PE1FW	1.04										
	Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/BST Meter			CLO	PE1FO	102.24										
	Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, Each Additional 2 Circuits w/BST Meter			CLO	PE1FP	8.94										
	Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter			CLO	PE1FQ	98.25										
	Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, Each Additional 2 Circuits w/CLEC Meter			CLO	PE1FR	8.94										
	Physical Collocation - Power, -48V DC Power, Additional Meter Reading Trip Charge, per Central Office per Occurrence			CLO	PE1FM		307.64									
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		399.43									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.38										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.77										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.15										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.30										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ,UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0208	7.32	5.37	4.58	2.71						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0416	8.00	5.75	5.00	2.69						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1	0.3786	7.88	6.25	1.35	0.9899						
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	4.16	32.40	31.03	11.15	10.98						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.71	28.26	25.85	13.76	11.01						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.34	37.92	35.51	18.20	15.44						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0008										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0012										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0208	7.32	5.37	4.58	2.71						
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0416	8.00	5.75	5.00	2.69						
Security																
	Physical Collocation - Security Escort for Basic Time - normaliy scheduled work, per half hour			CLO	PE1BT		33.65	22.05								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.63	28.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		55.62	35.73								
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0101										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		38.95									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		6.84									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		28.78									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		23.28									

COLLOCATION - Florida

Attachment: 4 Exh B

CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		23.28									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		79.52									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 1515	S 973.64	256.35							
	Physical Collocation Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		646.84		362.41							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.11		10.80							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.35							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		18.73							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.96		149.97							
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		4.52		5.35							
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade 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 Voice Grade Circuit			CLO	PE1BR		22.51									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.51									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.73									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.73									
Entrance Cable																
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	5.19										
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		994.12		43.84							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.43									
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee			AMTFS	EAF		1,241.00		1.20							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		564.81									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		760.91		1.20							
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.28										
Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0201	7.32	5.37	4.58	2.71						
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0403	8.00	5.75	5.00	2.69						

COLLOCATION - Florida

Attachment: 4 Exh B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.3786	7.88	6.26	1.35	0.9915						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.16	32.40	31.03	11.15	10.98						
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75	28.26	25.85	13.78	11.01						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.50	37.92	35.51	18.20	15.44						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0008										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0012										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0201	7.32	5.37	4.58	2.71						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0403	8.00	5.75	5.00	2.69						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		79.52									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,515.00	973.64	256.35							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		646.84		362.41							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.11		10.80							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52		5.35							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		18.73							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.96		149.97							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.52		5.35							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.65	22.05								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.63	28.89								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		55.62	35.73								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		54.05	22.05								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		72.18	28.89								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.31	35.73								
Entrance Cable																

COLLOCATION - Florida													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,473.00		43.84							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	4.54										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		612.23		270.35							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	154.59										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		23.28									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		223.91									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		73.39									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		208.02									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.65	22.05								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.63	28.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		55.62	35.73								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		612.23		270.35							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	154.59										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		223.91									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		73.39									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1666										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.62										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0194	7.32	5.37	4.58	2.71						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0388	8.00	5.75	5.00	2.69						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3708	7.88	6.26	1.35	0.9915						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.14	32.40	31.03	11.15	10.98						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.70	28.26	25.85	13.78	11.01						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,763.00		1.02							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.38										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.77										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.15										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.30										
	Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1JP	5.19										
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

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 NuVox is utilizing its own switch, NuVox shall contact the North American Numbering Plan Administrator ("NANPA"), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.

1.2 Where BellSouth provides local switching or resold services to NuVox, BellSouth will provide NuVox with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. NuVox acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. NuVox may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to NuVox) telephone numbers per rate center if the following conditions are met:

1.2.1 NuVox must: (1) indicate that all of the intermediate numbers currently held by NuVox in each rate center where NuVox will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where NuVox will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by NuVox in the rate center where NuVox is requesting telephone numbers has reached at least 70%. The above information will be provided by NuVox by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" ("MTE Worksheet"), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where NuVox will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by NuVox to customers by the total number of intermediate numbers held by NuVox in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at seventy-five percent (75%) (Part F of the MTE Worksheet).

1.2.2 If fulfilling NuVox's request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy NuVox's request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy NuVox's

request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by NuVox for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

1.2.3 NuVox agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.2 above.

1.3 NuVox acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a NPA. These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, BellSouth may request that NuVox cancel all or a portion of its unassigned intermediate numbers. NuVox consent to BellSouth's request shall not be unreasonably withheld.

2. LNP

2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.

2.2 Customer Line Charge. Where NuVox subscribes to BellSouth's local switching, BellSouth shall bill and NuVox shall pay the customer line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

2.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System ("SMS").

2.4 Network Architecture. The parties agree to adhere to applicable FCC Rules and Orders governing LNP network architecture.

2.5 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.

2.6 N-1 Query. The parties agree to adhere to applicable FCC Rules and Orders governing LNP N-1 queries.

2.7 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, customers of each Party may port reserved numbers that the customer has paid to reserve. Portable reserved numbers are identified on the Customer Service Record ("CSR"). In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

2.8 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, Direct Inward Dial ("DID") numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. BellSouth and NuVox shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. BellSouth and NuVox shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event a rate is not available then the Parties shall negotiate a rate for such services.

2.9 The Parties will set 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.

2.10 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.

2.11 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 customer.

2.12 BellSouth and NuVox will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OSS RATES

3.1 The terms, conditions and rates for OSS are as set forth in Attachments 1 and 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 Nondiscriminatory Access. BellSouth shall provide to NuVox access to its Operations Support Systems ("OSS") and the necessary information contained therein in order that NuVox can perform the functions of pre-ordering, ordering, provisioning, maintenance-and repair, and billing in accordance with FCC and Commission rules and orders. Detailed guidelines for ordering and pre-ordering are set forth in the Local Ordering Handbook ("LOH") on the interconnection web site, http://interconnection.bellsouth.com/guides/html/leo.html, for maintenance and repair at http:/www.interconnection.bellsouth.com/guides/html/other_guides.html and for billing at http:/www.interconnection.bellsouth.com/guides/html/billing.html. Except where otherwise required by Commission order, where practicable, BellSouth will notify NuVox of changes to ordering, preordering, provisioning, maintenance and repair, and billing interfaces and business rules via the appropriate BellSouth web site thirty (30) calendar days prior to such changes. In addition, BellSouth will use its best efforts, upon NuVox's request to BellSouth's Interconnection Services ("ICS") website group at wmag@bellsouth.com, to provide such notices via e-mail to the address specified by NuVox.

1.2 Regular Working Hours/Overtime. For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated, coordinated orders and order coordinated-time specific)

Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated orders)

1.2.1 The above hours represent the hours, either Eastern or Central Time, of the location where the customer is located and the physical work associated with providing service to that customer is being performed.

1.2.2 To the extent NuVox 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 billing charges pursuant to Section A2.3.15 of BellSouth's General Subscriber Services Tariff for the applicable state 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 NuVox, BellSouth will not assess NuVox additional charges beyond the rates and charges specified in this Agreement.

1.3 NuVox and BellSouth will utilize standard industry formats and data elements developed by the Alliance for Telecommunications Industry Solutions ("ATIS"), including without limitation to the Ordering and Billing Forum ("OBF") (ATIS and its associated committees). Where standard industry formats and data elements are not developed by ATIS and its associated committees, NuVox and BellSouth may cooperatively work to pursue their development through these industry standards organizations. For non-industry standard changes that will affect systems within the scope of the Change Control Process ("CCP") (changes that affect external users of BellSouth's OSS interfaces and associated manual processes and documentation) to the extent NuVox elects to address such changes NuVox will use the CCP located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html to address the specific requirements. When an ATIS and its associated committees standard or format is subsequently adopted, the Parties will utilize the CCP located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html to determine how to transition the implementation of the ATIS and its associated committees standard or format.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 Interfaces. BellSouth shall provide NuVox access to OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of NuVox to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for NuVox's access and use of BellSouth's electronic interfaces are set forth at www.interconnection.bellsouth.com/guides/html/lens_tafi.html ("Programming Interfaces") and are incorporated herein by reference.

2.2 For each OSS system training class offered by BellSouth, BellSouth shall make available one free seat per year. Job aids for updates to such OSS training information are available to NuVox on the BellSouth Website.

2.2.1 Prior to initial live access to interface functionality and subject to mutual agreement, the Parties shall conduct cooperative testing which will allow for the testing of the systems, interfaces, and processes for the OSS functions as defined at the BellSouth Interconnection website for testing, http://interconnection.bellsouth.com/clectest/index.html, and in CCP Section 10, http://interconnection.bellsouth.com/markets/lec/ccp_live/docs/bccp/ccp_bccp_guide.pdf.

2.2.2 Each BellSouth interface shall be available, except for maintenance, emergency repair and scheduled downtime necessary for situations such as systems upgrades and applications releases as indicated in the OSS System Hours of Availability at www.interconnection.bellsouth.com/oss/oss_hour.html, except as modified through Carrier Notification Letters, and is incorporated herein by reference twenty-four (24) hours a day, seven (7) days a week.

2.2.2.1 BellSouth will provide a minimum of fifteen (15) calendar days advanced notice of any scheduled maintenance and scheduled downtime outside the regularly scheduled system downtime. Maintenance shall normally be scheduled when systems experience minimum usage. Downtime for emergency repair ("Type 1 System Outage") will be given within fifteen (15) minutes of when it is known via email and web posting. Non-scheduled maintenance is defined in BellSouth's Operational Understanding located at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm as additional activity by BellSouth during a normal repair/alarm process that would require immediate maintenance action to prevent further service degradation or service interruption. This then would not lend itself to a scheduled maintenance interval or customer notification and BellSouth would employ the same process as BellSouth would use for its customers.

2.3 Single Point of Contact/Blanket LOA. NuVox will be the single point of contact with BellSouth for ordering activity for network elements and other services used by NuVox to provide services to its customers, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected customers. NuVox and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of customer authorization will not be necessary with every request. 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 FCC and Commission rules and orders.

2.4 Batch Transmission. Upon request, BellSouth shall provide NuVox with pre-order information in batch transmission to the extent BellSouth makes it available or provides it to any other Telecommunications Carrier on the same terms and conditions and at the same rates.

2.5 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to its OSS and the information contained therein in order that NuVox can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Customer record information includes any and all customer specific information which will be provided as set forth in BellSouth's Customer Service Record ("CSR") Job Aid and Parsed Customer Service ("PCSR") Job Aid, Issue 2C-October, 2002, which is accessible via the Internet at the following web site: http://www.interconnection.bellsouth.com/guides/bpobr/html/gcsrj001/index.htm.

Access to customer record information will be provided through the CLEC OSS interfaces.

2.5.1 BellSouth shall provide electronic access to current and accurate CSR information in accordance with the BellSouth LOH which is accessible via the Internet at the following web site: http://interconnection.bellsouth.com/guides/html/leo.html. The response interval and average response time will be as required by SQM OSS.

2.5.2 Parsing. BellSouth shall provide parsed CSR information as set forth in BellSouth's CSR Job Aid and PCSR Job Aid, Issue 2C-October, 2002 which is accessible via the Internet at the following web site: http://www.interconnection.bellsouth.com/guides/bpobr/html/gcsrj001/index.htm.

2.5.3 BellSouth shall provide NuVox with nondiscriminatory access to the loop qualification information that is available to BellSouth, so that NuVox can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that NuVox intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper; the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

2.5.4 Subject to the same exclusions that apply to BellSouth's delivery of CSRs, NuVox shall use commercially reasonable efforts to provide to BellSouth access to CSRs within forty-eight (48) hours of a valid request, exclusive of Saturdays, Sundays and Holidays.

2.5.5 The Parties agree not to view, copy, or otherwise obtain access to the CSR information of any customer without that customer's permission. The Parties will obtain access to CSR information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.

2.5.5.1 LOA Request. Either Party may request that the other provide a copy of an appropriate LOA. The Parties shall use best efforts to provide such a copy within seven (7) business days.

2.5.5.2 Notice of Noncompliance. If, after receipt of a requested LOA, the requesting Party determines that the other Party has accessed CSR information without having obtained the proper customer authorization, or, if no LOA is provided by the seventh (7th) business day after such request has been made, the requesting Party will send written notice by email to the other Party specifying the alleged noncompliance.

2.5.5.3 Disputes over Alleged Noncompliance. In its written notice to the other Party the alleging Party will state 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 such use is not corrected or ceased by the fifth (5th) calendar day following the date of the notice. In addition, the alleging Party may, at the same time, provide written notice by email to the person designated by the other Party to receive notices of noncompliance that the alleging Party may terminate the provision of access to ordering systems to the other Party and may discontinue the provisioning of existing services if such use is not corrected or ceased by the tenth (10th) calendar day following the date of the initial notice. If the other Party disagrees with the alleging Party's allegations of unauthorized use, the alleging Party shall not invoke any remedy specified in this paragraph and shall instead proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions. The alleging Party shall take no action to suspend or terminate the other Party's service during the pendency of such regulatory proceeding. All such information obtained through the process set forth in this Section 2.5.5 shall be deemed Information covered by the Proprietary and Confidential Information Section in the General Terms and Conditions of this Agreement.

2.6 Service Ordering and Provisioning. BellSouth will provide the capability to place orders electronically and/or manually. NuVox can determine if orders can be placed electronically for a certain product by reviewing the LOH found on BellSouth's web site located at http://interconnection.bellsouth.com/guides/html/leo.html. Electronic ordering will be made available via a single interface for ordering and pre-ordering or the integration of a pre-ordering and ordering interface. NuVox may integrate the EDI interface with the EDI pre-ordering interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests. Facsimile and e-mail shall not be considered electronic interfaces. If at any time such interfaces are not available to make placement of an electronic local service request ("LSR") possible, NuVox shall use the manual LSR process for the ordering of all services and network elements and any combination thereof. Such manual LSRs must be submitted via facsimile except when pre-arranged with BellSouth to mail manual LSRs of over one hundred (100) pages. In the case of outages of BellSouth's OSS interfaces, NuVox will be assessed the lower electronically submitted OSS rate if NuVox must submit LSRs manually during periods of systems outages by complying with the rules specified in the LOH located at http://interconnection.bellsouth.com/guides/html/leo.html. Additionally, NuVox will be assessed the lower electronically submitted OSS rate if a product or service that is electronically orderable by BellSouth's retail unit is not orderable electronically by a CLEC. BellSouth will make available the CLEC OSS ordering interface for the purpose of exchanging order information, including CLEC Service Order Tracking System ("CSOTS") order status and completion notification, for

non-complex and certain resale requests, certain network elements and network element combinations.

2.6.1 Interconnection trunking will be ordered via an ASR and shall be billed in accordance with Attachment 3.

2.6.2 NuVox may submit, and BellSouth will accept, orders for services and network elements as per the reasonable and nondiscriminatory requirements contained in the BellSouth LOH located at http://interconnection.bellsouth.com/guides/html/leo.html. Notice of changes or additions to ordering procedures resulting from new Services and Elements shall be provided to NuVox through BellSouth's Carrier Notifications which can be accessed at BellSouth's Internet site: http://www.interconnection.bellsouth.com/notifications.

2.6.3 Upon receipt of an order for a conversion, from a BellSouth customer to a CLEC with either UNE or Resale services, BellSouth will: (i) process disconnect and reconnect orders, if necessary, to provision the service which shall be due-dated using the reasonable and nondiscriminatory interval guidelines set forth in Section 8 of the LOH which is accessible via the Internet at the following web site: http://interconnection.bellsouth.com/guides/html/leo.html, (ii) where applicable reuse the service facility for retail, resale service, or individual loop(s) and/or port(s) at the same location, and (iii) notify NuVox subsequent to the order being completed.

2.6.4 NuVox will specify on each order its Desired Due Date ("DDD") for completion of that particular order. BellSouth shall assign a due date which shall be the later of the date for the interval specified in Section 8 of the LOH, located at http://interconnection.bellsouth.com/guides/html/leo.html, or NuVox's DDD. BellSouth shall not complete the provisioning for that order prior to due date unless early turn-up is needed for testing purposes or NuVox otherwise consents to such early turn-up and order completion. BellSouth will make best effort to meet the due date for service requests. BellSouth will notify NuVox if the due date cannot be met and shall assign the earliest due date possible. When the DDD is less than the standard interval, NuVox shall use the expedite request field on the order. If NuVox requests that an order be expedited, BellSouth shall notify NuVox of the status of the order and the due date which shall be (1) for a non-designed order, (a) the expedite date, (b) the earliest date it can be worked after the expedite date or (c) the standard date, or (2) for an UNE order, (a) the expedite date or (b) the standard date as the DD, with the return of the Firm Order Confirmation ("FOC") within the interval required by SQM O-9. Service date advancement charges shall be as set-forth in Exhibit A of Attachment 2 of this Agreement.

2.6.5 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by NuVox, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in Section 8 of the LOH,

located at http://interconnection.bellsouth.com/guides/html/leo.html. The charges shall be as set-forth in Exhibit A of Attachment 2 of this Agreement, and will apply only where Service Date Advancement has been specifically requested by the requesting Party, and the element or service provided by the other Party meets all technical specifications and is provisioned to meet those technical specifications. If NuVox accepts service on the plant test date ("PTD") normal recurring charges will apply from that date but Service Date Advancement charges will only apply if NuVox previously requested the order to be expedited and the expedited DD is the same as the original PTD.

2.6.6 Missed Due Dates. In the case of a missed due date, the Parties shall work cooperatively to complete the order as soon as possible. In the event that a missed due date is one associated with a Service Date Advancement request, Service Date Advancement charges will not apply if BellSouth fails to complete the order prior to the standard interval or a negotiated interval. When the missed due date is the fault of NuVox or its customer, subsequent order processing fees will apply. When it is a BellSouth error, subsequent order processing fees will not apply.

2.6.7 Cancellation Charges. If either Party cancels a request for network elements or other services, any costs incurred by the provisioning Party in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff Section B2.4.14 or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if NuVox 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 or services requested and another compatible facility cannot be found with the transmission characteristics of the network elements or services originally requested, cancellation charges described in this Section 2.6.7 shall not apply. Where NuVox 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, NuVox may cancel its request for those network elements or services without incurring cancellation charges as described in this Section 2.6.7. In such instance, should NuVox elect to cancel the entire LSR, cancellation charges as described in this Section 2.6.7 shall apply to those elements and services that were not the subject of inaccurate loop makeup. Notwithstanding the foregoing, if NuVox places a single LSR for an unbundled network combination, as described in Section 5 of Attachment 2 of this Agreement, based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested in accordance with the transmission characteristics of the network elements requested, cancellation charges described in this Section 2.6.7 shall not apply.

2.6.8 Resale Service Orders. Resale service orders shall be available per the BellSouth LOH which can be found at BellSouth's Internet site: http://interconnection.bellsouth.com/guides/html/leo.html.

2.6.8.1 BellSouth shall not require a disconnect order from a customer, NuVox, or another CLEC in order to process a NuVox order for a Resale service available under Attachment 1 to this Agreement.

2.6.9 FOCs, Completion Notices, Jeopardies and DLRs. BellSouth shall provide to NuVox electronic and manual interfaces for transmitting orders and receiving FOCs, Completion Notices (for electronically submitted orders only, for manual orders completions can be viewed in CSOTS), Jeopardies, Design Layout Records, Rejections and, as available, other provisioning data and information. BellSouth shall provide NuVox with a FOC for each Resale and UNE order. The information provided on the FOC will be as described in the Product Information Packages and BellSouth LOH which can be found at BellSouth's Internet site: http://interconnection.bellsouth.com/guides/html/leo.html.

2.6.9.1 BellSouth shall provide to NuVox a FOC within time periods as specified by SQM O-9. For a LSR in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina, after the FOC is sent the order will be sent for a review of available facilities. If a facility jeopardy is found it is posted on the Pending Facilities ("PF") Report found on the PMAP web site located at https://pmap.bellsouth.com/default.aspx. The order is then sent to the Service Advocacy Center/Outside Plant Engineering group to seek out alternative facilities and if none are found to create a work order to provide relief. Once alternative facilities are found or facilities are cleared/installed the order is cleared for completion. The process is the same for the LSRs submitted in the states of Florida, North Carolina and Tennessee where the available facilities are reviewed prior to returning the FOC.

2.6.10 Rejections/Errors. BellSouth shall reject and return to NuVox any local service request that BellSouth cannot provision due to technical reasons or due to missing, inaccurate or illegible information. When a LSR is rejected, BellSouth shall, in its reject notification, specifically identify and describe, using specified error codes and additional written explanation where necessary, the reasons for which the LSR was rejected. BellSouth will always use best efforts to identify all errors and any need for clarification before rejecting the LSR to NuVox, and to avoid serial requests for LSR correction or clarification. BellSouth will not be able to check for potential dependency conditions created by new data on a clarified request that might cause a serial error when the new data is inputted.

2.6.10.1 BellSouth will identify errors in accordance with BellSouth's LSR error messages documentation, which contains error codes applicable to a LSR and a description of the errors such codes identify. BellSouth will make available such documentation on BellSouth's interconnection web site, http://www.interconnection.bellsouth.com/guides/html/lsr.html. BellSouth will work cooperatively with NuVox as reasonably necessary to assist NuVox in identifying and understanding LSR errors and associated error codes. Supplemental written explanation of the reasons for the reject will be included, as

necessary to pinpoint the error or need for clarification and to prevent the need for serial correction and/or clarification.

2.6.11.2 If a LSR is rejected more than once for error or clarification, no additional supplemental order charges shall apply.

2.6.11 Due dates cannot be considered confirmed until a complete and accurate Service Request has been entered into BellSouth's service request processing systems. A due date may be adjusted for an order that has been rejected for error or clarification. Serial requests for correction and/or clarification may also trigger a new due date. When a due date is impacted by an invalid clarification by BellSouth, at NuVox's request, BellSouth will make a best effort to honor the due date measured from the original submission of the complete and accurate service request or give the next available date.

2.6.12 Service Request Changes ("Supplemental Service Requests"). If an installation or other NuVox requested work requires a change from the original NuVox service request in any manner while the BellSouth technician is onsite, BellSouth shall notify the appropriate NuVox ordering center designated in advance of performing the installation or other work to obtain authorization. BellSouth shall then provide NuVox an estimate of additional labor hours or materials. After all installation or other work is completed, BellSouth shall immediately notify the NuVox ordering center that approved the supplemental service request(s) of the actual labor hours or materials used.

2.6.12.1 If provisioning of a service request can only be partially completed due to unavailable facilities, BellSouth shall notify NuVox in accordance with the pending facilities procedures set forth in Section 2.6.13 below.

2.6.12.2 If NuVox's customer requests a service change at the time of installation or other service visit performed by BellSouth technicians, BellSouth shall immediately notify NuVox at the telephone number on the service order of that request. The BellSouth technician should notify NuVox in the presence of the NuVox customer and provide an estimate of additional labor hours or materials needed so that NuVox can negotiate authority to install the requested service directly with that customer and the technician and revise appropriate ordering documents as necessary. At no time should the BellSouth representative perform any work not ordered by NuVox, even at the customer's request, without approval from the NuVox ordering center. After all installation or other work is completed, BellSouth shall immediately notify NuVox of the actual labor hours or materials used to the NuVox ordering center that authorized the supplemental service request(s).

2.6.13 Pending Facility Situations. BellSouth shall provide to NuVox notification of any known facility jeopardy situations when they occur via the password protected PF Report on the PMAP web site located at http://pmap.bellsouth.com/default.aspx and via CSOTS. When BellSouth is able to provide a new committed due date,

BellSouth shall provide NuVox a FOC containing the new due date if the date is later than the original due date on a nondiscriminatory basis with itself and other CLECs.

2.6.14 Status. BellSouth shall provision Resale Services and UNEs as prescribed in NuVox's service order requests. Access to FOC status on electronically submitted orders and other status states for electronically and manually submitted orders shall be provided via CSOTS located at https//csots.bellsouth.com. Access to FOC status on manually submitted service order requests shall be provided on BellSouth's PMAP Internet website at http://pmap.bellsouth.com/default.aspx.

2.6.15 Lack of Facilities Notice. BellSouth shall provide notice of a lack of facilities availability in accordance with SQM P-2.

2.6.16 Orders placed in hold or pending status by NuVox will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, NuVox shall be required to submit a new service request. Incorrect or invalid requests returned to NuVox for correction or clarification will be held for thirty (30) calendar days. If NuVox does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.

2.6.17 Testing. BellSouth shall perform all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical reference for the service being ordered. Such tests will include all of the tests that BellSouth would perform for the turnup of its own service. Upon request, BellSouth shall provide NuVox with the results from all tests when available.

2.6.18 NuVox and BellSouth will perform cooperative testing, if requested by NuVox, to test Services and Elements purchased by NuVox where BellSouth performs cooperative testing on like services for it's retail entity. At a minimum, cooperative testing performed will include margin, attenuation and insertion loss tests. In situations where a requested test is not normally performed by BellSouth to provision a circuit, Additional Cooperative Acceptance Testing ("ACAT") charges will apply in accordance with Section 13.3.5 of BellSouth's FCC Tariff 1. In situations where a requested test is not normally performed by BellSouth to address a trouble ticket on a circuit, ACAT charges will apply in accordance with Section 13.3.5 of BellSouth's FCC Tariff 1.

2.6.19 Both Parties shall work cooperatively if required to isolate and clear troubles that cannot be isolated to a particular Party's network.

2.6.20 For maintenance issues, BellSouth will perform testing with the issuance of a trouble report identifying a possible trouble condition in BellSouth's network. BellSouth will perform intrusive testing during the periods authorized by NuVox on the trouble report. Where feasible, BellSouth shall perform electronic loop tests at NuVox's request. BellSouth shall provide NuVox with the results from all tests when available. In situations where a requested test is not normally performed by

BellSouth to provision a circuit, ACAT charges will apply. If the trouble is found in BellSouth's network through the performance of the ACAT testing no ACAT charges will be charged.

2.6.21 Tag and Locate. BellSouth must properly and physically tag and locate all circuits, if ordered by NuVox, regardless of provisioning method employed by BellSouth. In cases where BellSouth would not otherwise dispatch to provision a circuit, and NuVox requests Tagging, NuVox will incur the Loop Tagging charges set forth in Exhibit A of Attachment 2 of this Agreement.

2.6.22 Suspend/Restore Orders. Upon NuVox's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.

2.6.23 Unless otherwise ordered by NuVox, when NuVox orders services and network elements pursuant to this Agreement, all preassigned trunk or telephone numbers currently associated with those services and network elements shall be retained without loss of switched based features where such features exist. NuVox shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.

2.6.24 Completion Notification. Upon completion of a service request submitted electronically, and once BellSouth's systems determine that the service order is completed, BellSouth shall submit to NuVox, via the same electronic interface used to submit the LSR, a completion notification that complies with the OBF/LSOG business rules and ATIS models, as adopted by the CCP. Completion information for local service requests submitted both manually and electronically is available via BellSouth's web-based system known as CSOTS.

2.6.25 Subject to the same exclusions that apply to BellSouth's delivery of a FOC,NuVox shall use commercially reasonable efforts to return a FOC to BellSouth, for purposes of porting a number for noncomplex orders, within forty-eight (48) hours exclusive of Saturdays, Sundays and Holidays, after NuVox's receipt from BellSouth of a valid LSR.

2.6.26 Subject to the same exclusions that apply to BellSouth's delivery of a Reject Response, NuVox shall use commercially reasonable efforts to provide a Reject Response to BellSouth, for noncomplex orders, within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays, after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.

2.7 Maintenance and Repair. NuVox may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting and monitoring, including, but not limited to CPSS-TA and the following interfaces. For exchange services, BellSouth offers NuVox nondiscriminatory access to the Trouble Analysis Facilitation Interface ("TAFI"). In addition, BellSouth offers an industry standard,

machine-to-machine Electronic Communications Trouble Administration ("ECTA") Gateway interface. For designed services, BellSouth provides nondiscriminatory trouble reporting via the ECTA Gateway. BellSouth provides NuVox an estimated time to repair, as appropriate, on trouble reports. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth service technicians provide to NuVox and its customers repair service that is nondiscriminatory in relation to that provided to BellSouth and its customers and shall receive response time priority that is at least equal to that of BellSouth and its similarly situated customers. BellSouth will employ the Telecommunications Service Priority ("TSP") System in its restoration of National Security and Emergency Preparedness ("NS/EP") telecommunications services.

2.7.1 BellSouth and NuVox agree to adhere to BellSouth's Operational Understanding. The Operational Understanding may be assessed via the Internet at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. For services provided through resale, BellSouth agrees to provide NuVox with scheduled maintenance for residence and small business customers consistent with the Operational Understanding available at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. BellSouth agrees to provide NuVox notification of Central Office conversions consistent with the Operational Understanding available at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm.

2.7.2 Maintenance charges for premises visits by BellSouth technicians shall be billed by NuVox to its customer, and not by BellSouth. The BellSouth technician shall: (i) contact NuVox for authorization; (ii) provide an estimate of time and materials required to NuVox; and (iii) notify NuVox if a subsequent visit is required. If additional premises work is required that cannot be performed on that visit, BellSouth shall call NuVox to schedule another premises visit. Wherever possible, BellSouth will schedule appointments while a technician is at the premises with the customer on the line so that NuVox can schedule a new appointment with BellSouth and customer at the same time.

2.7.2.1 BellSouth will bill maintenance charges for premises visits to NuVox in accordance with the provisions of this Attachment.

2.7.3 When maintenance charges are incurred during premises visits, the BellSouth technician shall present the customer with a copy of a nonbranded warranty page that has the order number or trouble ticket number and date on it. If additional work will be necessary, BellSouth shall make an additional appointment with NuVox's customer.

2.7.4 BellSouth shall provide NuVox with access to a user interface which is functionally equivalent to the interface used by BellSouth's retail maintenance and repair centers for processing trouble reports. Such functionality shall be that

described in the corresponding documentation located on the BellSouth CLEC web site at http://www.interconnection.bellsouth.com/guides/html/lens_tafi/html.

2.7.5 BellSouth supports the machine-to-machine maintenance and repair interface defined by the ANSI National Standards (T1.227, T1.228 and T1.262). Upon completion of a Joint Implementation Agreement ("JIA") with BellSouth, NuVox shall have access to this interface. The functionality of this interface shall be that described in the corresponding documentation published on the BellSouth CLEC web site at http://www.interconnection.bellsouth.com/guides/activation/pdf/clec_jia.pdf. A sample JIA is also available at this site.

2.7.5.1 In addition to systems and interfaces currently available, BellSouth may provide NuVox access to other maintenance and repair interfaces (as the result of the CCP or other stimuli) whose functionality matches the corresponding documentation published on the BellSouth CLEC web site at http://www.interconnection.bellsouth.com. Such interfaces shall not replace current interfaces prior to being addressed through CCP.

2.7.6 BellSouth shall make every reasonable effort to notify NuVox upon completion of a trouble report. BellSouth will close out trouble reports in accordance with SQM M&R-3.

2.7.7 NuVox may enter a trouble report with BellSouth when a central office feature or function is not performing. If NuVox's circuit/telephone number that is in trouble is riding a trunk that belongs to another carrier, NuVox can submit a central office features trouble report if the circuit/telephone number has switch translations on it.

2.7.8 BellSouth shall advise NuVox of known central office, interoffice (such as fiber cuts), and repeater failures that are known at the time of trouble report issuance. BellSouth shall notify NuVox of switch failures pursuant to the Disaster Recovery Plan in Attachment 10 of this Agreement if applicable. NuVox will also be notified of FCC reportable events after having subscribed to the CLEC email list server in accordance with the Operational Understanding located at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. BellSouth agrees to provide an Estimated Time To Repair ("ETTR"), an appointment time or commitment time, as appropriate, on all trouble reports. The Parties are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which affect the Collocation Space or Premises, to the extent it affects the Collocation Space with an estimated clearing time for restoration, if known. In addition, each Party will provide notification as soon as reasonably practical.

2.7.9 BellSouth will call the NuVox maintenance and repair center with notification in the event that a BellSouth maintenance and repair technician is unable to keep a scheduled repair visit within the same time frames BellSouth provides such notice to itself, its own customers, its affiliates and to any other CLEC. If a scheduled

repair visit is missed, NuVox may escalate to BellSouth for expedited repair and a revised estimated completion time.

2.7.9.1 Repair appointments missed due to BellSouth's fault are subject to the SQM M&R-1.

2.7.10 Chronic Problems. Chronic repair problems will receive specialized handling by BellSouth's Customer Wholesale Interconnection Network Services ("CWINS") Maintenance Center Chronic Group personnel. BellSouth performs maintenance analysis for chronic problems by reviewing historical trouble tickets. The chronic resolution process is for a network element, service or facility on which three (3) or more trouble tickets have been closed in a thirty (30) calendar day period, obscure or intermittent conditions or upon reasonable request by NuVox. If the analysis indicates a chronic condition exists, a chronic maintenance report will be initiated.

2.7.10.1 The Chronic Group will then perform a detailed analysis of the chronic maintenance report. The chronic resolution process could involve the following:

- Request for service release times
- Circuit monitoring
- Circuit stress testing
- Joint NuVox/BellSouth testing
- Component repair
- Referral to NuVox for resolution

2.7.10.2 Once the chronic condition is resolved, the chronic maintenance report will be closed. If NuVox is involved in the chronic process, notification will be provided to NuVox. When NuVox determines that a chronic condition regarding a circuit or service exists, a request may be made to the CWINS Maintenance Chronic Group for review. The CWINS center will open a chronic maintenance report and perform a chronic resolution procedure. NuVox should provide any test results associated with the reported service at the time the chronic request is made.

2.7.10.3 The chronic process is not intended for resolving immediate trouble conditions. The resolution period will vary based on the complexity of isolating the problem. Immediate trouble conditions should be handled through the normal maintenance reporting process. A status will be provided on all NuVox-initiated chronic requests and will be closed with a call to NuVox's maintenance service center. Once a chronic trouble has been repaired, it remains on a monitoring list for thirty (30) calendar days to ensure the problem has been corrected. Subsequent problems with a chronic circuit are handled on the original chronic ticket, allowing the customer to work from an existing ticket rather than open a new one each time they experience errors.

2.7.10.4 NuVox can access circuit layout and design information regarding a loop through the Loop Makeup Inquiry Form in LENS and through the Design Layout Report. Such information shall include, but not be limited to, loop length, gauge of wire

used, location of bridge taps, and indication of 4-wire or 2-wire loops. To the extent BellSouth's installation and repair personnel have such records or information, BellSouth will inform NuVox of tip/ring reversal, recent engineering changes and loop loss measurements regarding the loop.

2.8 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the CCP. Guidelines for this process are set forth in the CCP document. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html. Such CCP will provide NuVox with an opportunity to comment on proposed changes and time for BellSouth to consider and modify its proposals based on those comments.

2.8.1 BellSouth will provide advance notification prior to issuing new versions of BellSouth's documentation changes, including business rule changes, as described in the process flows in Section 4.0 and in Appendix G of the CCP, located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html.

2.9 Electronic Interfaces. BellSouth's Versioning Policy is part of the CCP. Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to NuVox, is set forth in the CCP document. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html.

2.9.1 Rates. BellSouth shall bill NuVox OSS rates pursuant to the terms, conditions and rates for OSS as set forth in Exhibit A of Attachment 2 of this Agreement. NuVox shall bill BellSouth a single manual OSS charge per LSR associated with the "port back" of a telephone number to BellSouth as set forth in Exhibit A of Attachment 2 of this Agreement, until such time as electronic ordering is provided by NuVox to BellSouth at which time the applicable electronic OSS charge set forth in Exhibit A to Attachment 2 of this Agreement would apply. To the extent that NuVox performs another OSS function for BellSouth that BellSouth performs for NuVox, the Parties shall amend this Agreement to include such function subject to the same rates , terms and conditions that apply to BellSouth under this Agreement.

2.9.1.1 The electronic OSS Charges rather than the manual ordering charges shall apply to a local service request submitted by NuVox when BellSouth's electronic interface normally utilized by NuVox is unavailable for reasons other than scheduled maintenance. In order to receive the electronic OSS charge NuVox must follow the procedure outlined in BellSouth's LOH, http://interconnection.bellsouth.com/guides/html/leo.html, for every manually submitted LSR.

3. MISCELLANEOUS

3.1 Customer Migration. Neither BellSouth nor NuVox shall prevent or delay a customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.2 Use of Facilities. When a customer of NuVox elects to discontinue service and to transfer such service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to NuVox by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state (i.e., service is no longer being provided over the local loop but the switch translations and interoffice facilities have not been disconnected) and BellSouth has received a request to establish new service or transfer service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify NuVox that such a request has been processed after the disconnect order has been completed. Such notification will be provided via **NuVox**'s line loss notification report which can be found on the PMAP web site at http://pmap.bellsouth.com/default.aspx and is updated on a daily basis except for Sundays.

3.3 Contact Numbers. The Parties agree to provide one another with toll-free (e.g., 1-800#) contact numbers for the purpose of addressing issues related to ordering, provisioning, and maintenance and repair of services. BellSouth shall provide the contact number through BellSouth's Internet site: http://www.interconnection.bellsouth.com/contact/index.html. NuVox shall provide a contact number that is separate and distinct from that provide to NuVox's customers. In addition, BellSouth shall provide access to assistance for technical issues other than OSS training inquiries such as connectivity and passwords related to its OSS interfaces. Such assistance will be available twenty-four (24) hours a day, seven (7) days a week via designated telephone number for inquiries and e-mail/web form (the request can be submitted either way) with guaranteed response within an hour.

3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier ("IXC") (i.e., PIC and LPIC changes via Customer Account Record Exchange ("CARE")), BellSouth will provide the affected IXCs with the Operating Company Number ("OCN") of the local provider for the purpose of obtaining customer billing account and other customer information required under subscription requirements.

3.5 Service Arrangement Reconfiguration. BellSouth shall reconfigure (company initiated activity ("CIA") or central office conversion) the NuVox service arrangements of NuVox's customer for Resale services, custom UNEs or Combinations in accordance with the FCC's rules regarding Notice of Network Change, 47 C.F.R. 51.325 *et seq.* as well as the procedures described in the Operational Understanding located at http://www.interconnection.beller south.com/guides/other_guides/html/gopeu001/index.htm provided such

reconfigurations and procedures comply with applicable FCC and Commission rules and orders. This provision shall not allow BellSouth to change the type of service ordered by NuVox (i.e. Resale, UNE or Combination) to another type of service as a result of such reconfiguration.

3.6 Intercept Referral Messages. The Parties shall provide an intercept referral message for the same period of time that BellSouth currently provides such a message for its own customers. The intercept message shall be similar in format to the intercept referral message currently provided by BellSouth for its own customers.

3.7 Installation/Service Visits/Additional Work. Each Party shall train and direct its employees who have contact with customers of the other Party in the process of provisioning, maintenance or repair not to disparage the other Party or its services in any way to the other Party's customers.

3.7.1 Any written "leave behind" materials that BellSouth technicians provide to NuVox customers shall be non-branded materials that do not identify the work being performed as being by BellSouth. These materials shall include, without limitation, non-branded forms for the customer and non-branded "not at home" cards.

3.8 Escalation Procedures and Contacts. BellSouth's escalation practices are provided in Appendix A and the escalation contact number list is contained in Chapter 4.0 of the Operational Understanding which is provided on the interconnection web site at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm.

3.9 Disputes Between NuVox and NuVox's customers. In general, BellSouth will not become involved in disputes between NuVox and NuVox's customers. If a dispute does arise that cannot be settled without the involvement of BellSouth, NuVox shall contact the designated Service Center for assistance in the dispute resolution. BellSouth will make reasonable efforts to assist NuVox in as timely a manner as possible. BellSouth's involvement will be limited to interfacing with NuVox's employees who are involved in the dispute resolution.

3.10 BellSouth shall constantly work toward resolution of pre-ordering, ordering, provisioning, maintenance and repair, billing and interface issues and disputes. NuVox must contact the appropriate BellSouth work center to record NuVox's issue/dispute and to work with the personnel within the center to reach final resolution. Should NuVox determine that escalation is required to reach resolution, NuVox should invoke the process appropriate for that work center as spelled out in BellSouth's Operational Understanding located at http://www.interconnection.bellsouth.com/guides for provisioning, maintenance and repair; in Project Management located at http://interconnection.bellsouth.com/centers/html/pm.html for customer care project management; Section 8.0 of the Change Control Process located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/cl

ec.html for interfaces and in Section 2 of Attachment 7 of this Agreement for billing.

3.11 The Parties will support existing NC/NCI codes to deliver the services available through this Agreement, and necessary to support all technically feasible means and levels of interconnection. The Parties will support the development of new NC/NCI codes to the extent a NC/NCI code does not exist for services available through this Agreement.

3.12 Project Management. Provisioning done pursuant to project management as specified in Section 8 of the LOH, located at http://interconnection.bellsouth.com/guides/html/leo.html, will be performed at the interval the Parties negotiated and mutually agreed to prior to the order being placed. BellSouth will offer the shortest interval available.

3.13 Provisioning done pursuant to project management as specified in Section 8 of the LOH will be normally be performed by project management personnel from the provisioning center. Provisioning will be performed at prices no more expensive than those prices applicable to individual service or element orders, unless NuVox negotiated to obtain project management support from BellSouth's Professional Services Group rather use the project management personnel from the provisioning center.

3.14 Personnel assigned by either Party to provisioning being handled on a Project Management basis shall be professional, competent, responsive and effective. Both Parties will use best efforts to resolve any problems with Project Management personnel, practices or procedures on a timely basis and in accordance with the escalation procedures set forth in this Attachment 6.

3.15 Continued Support of Elements or Services No Longer Offered. BellSouth shall continue to support and facilitate the use of elements and services purchased by NuVox during a reasonable period of transition, and in accordance with applicable FCC and Commission rules and orders, and any applicable tariff terms. The Parties will work cooperatively and proactively to mutually agree on a seamless transition plan to alternative service arrangements.

3.16 Annoyance Call Center. Where BellSouth provides switching, BellSouth will process calls made to its Annoyance Call Center and will advise NuVox when it is determined that annoyance calls are originated from one of their customer's locations. It is the responsibility of NuVox to take the corrective action necessary up to and including the disconnection of service to its customers who make annoying calls. BellSouth shall provide the same level of Annoyance Call Center service to NuVox's customers as BellSouth provides to its own customers.

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

1.1 Billing. BellSouth will bill through the Carrier Access Billing System ("CABS"), Integrated Billing System ("IBS") and/or the Customer Records Information System ("CRIS") depending on the particular service(s) provided to NuVox 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 to comply with standards that are finalized by the applicable industry forum.

1.1.1 For any service(s) BellSouth receives from NuVox, NuVox shall continue to bill BellSouth in the same format and using the same media as it did, and to the extent any services were provided, prior to this Agreement. Any changes to format or media used will be pursuant to the mutual agreement of NuVox and BellSouth.

1.1.2 BellSouth bills will include sufficient itemization and bill detail to identify the particular elements or services provided. BellSouth shall provide NuVox a monthly bill that includes all charges incurred by and credits and/or adjustments due to NuVox for those elements or services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill shall set forth the quantity and description of each such element or service billed to NuVox, including USOCs and similar information, where applicable. All charges billed to NuVox must indicate the state from which such charges were incurred except in cross boundary state situations. A listing of such cross boundary exchanges is set forth in BellSouth's state specific GSST Section A3 where the serving state will be indicated.

1.1.3 The Bill Date, as defined herein, must be present on each bill transmitted by one Party to the other Party and must be a valid calendar date. Subject to Section 32.3 of the General Terms and Conditions of this Agreement, charges incurred under this Agreement, including back billing and billing disputes, are subject to a one (1) year limitations period. However, both Parties recognize that situations exist which may necessitate billing beyond one (1) year and to the extent not bound by the applicable limitations period. These exceptions are:

Charges connected with jointly provided services whereby meet point billing guidelines require either party to rely on records provided by a third party and such records have not been provided in a timely manner;

Charges incorrectly billed due to erroneous information supplied by the non-billing Party.

1.1.4 Any switched access charges associated with interexchange carrier access to the local exchange lines resold under Attachment 1 to this Agreement will be billed by, and due to BellSouth.

1.1.5 BellSouth will render bills each month for lines on established bill days for each of NuVox's accounts. Where feasible, BellSouth shall offer to render bills in electronic format. For any other billing media formats, BellSouth will offer to provide them so long as BellSouth supports their generation. If NuVoxrequests multiple billing media or additional copies of the bills, BellSouth will provide these at an additional cost as described in FCC Tariff 1 Section 13.3.6.3. To the extent NuVox supports the medium requested, additional copies of bills will be provided to BellSouth upon request from BellSouth at an additional cost equal to that which BellSouth would impose upon NuVox.

1.1.6 BellSouth will bill NuVox 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.

1.1.6.1 For resold services provided under Attachment 1 to this Agreement, charges will be calculated on an individual customer account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill NuVox, and NuVox will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, customers common line charges, federal subscriber line charges, telecommunications relay charges ("TRS"), and franchise fees, unless otherwise ordered by a Commission.

1.1.7 Except as otherwise forth in this Agreement, neither Party will perform billing and collection services for the other Party or the other Party's Affiliates solely as a result of the execution of this Agreement.

1.1.8 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 and 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 under Section 1.8, and receiving certification as a local exchange carrier from the appropriate regulatory agency, NuVox 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 Company Code ("CC") or Operating Company Number ("OCN") for each state as assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code ("CIC"),

Access Customer Name and Abbreviation ("ACNA"), Blanket Letter of Authorization ("LOA"), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, NuVox may not order services under a new account established in accordance with this Section 1.2 until thirty (30) calendar days after all information specified in this Section 1.2 is received from NuVox. Notwithstanding the foregoing, this Section shall have no impact on NuVox in a state, if NuVox already has established accounts with BellSouth in that state including the overall CC or OCN if NuVox is operating in more than one (1) state.

1.2.1 Upon request from NuVox, BellSouth shall provide its ACNA, CIC, OCN, and Tax Exemption Letter to establish an account for the purpose of NuVox billing to BellSouth. BellSouth will provide a LOA to NuVox upon the execution of this Agreement. Notwithstanding the foregoing, this Section shall have no impact on BellSouth, if BellSouth already has established accounts with NuVox.

1.2.2 OCN, CC, CIC, ACNA and BAN Changes. Except to the extent otherwise agreed to in a separate agreement between the Parties, if NuVox needs to change its ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s) under which it operates when NuVox has already been conducting business utilizing that ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s), NuVox shall bear all costs incurred by BellSouth to convert NuVox to the new ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s). Such ACNA/BAN/CC/CIC/OCN conversion charges include the time required to make system updates to all of NuVox's customer records and will be handled by the BFR/NBR process.

1.3 Payment Responsibility. Subject to the provisions of Section 1 of this Attachment, each Party shall be responsible for and make payment for all charges billed. Payments made by each Party to the other Party as payment on an account will be credited to the billed Party's accounts receivable master account. Neither Party will become involved in billing disputes that may arise between the other Party and its customers.

1.4 Payment Due. Payment of charges for services shall be payable on or before the next bill date. Payment is considered to have been made when received by BellSouth.

1.4.1 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.

1.4.2 Information required to apply payments should accompany the payment including the Billing Account Numbers ("BAN") to which the payment is to be applied; the

invoices paid; and the amount to be applied to each BAN and invoice ("Remittance Information"). Payment is considered to have been made when received by BellSouth.

1.5 Tax Exemption. Upon BellSouth's receipt of a tax exemption certificate, the total amount billed to NuVox will not include those taxes or fees from which NuVox is exempt. NuVox will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the customer of NuVox.

1.6 Late Payment. Subject to the provisions of Section 1.7 below, if any portion of the payment is received by BellSouth after the payment due date as set forth in Section 1.4 above, 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 or Section E2 of the Interstate Access Tariff, as appropriate. In addition to any applicable late payment charges, NuVox 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 Suspension or Termination of Services. The procedures for suspension or termination of services are as follows:

1.7.1 Except as otherwise provided for in specific provisions of this Agreement that address suspension or termination of services, each Party reserves the right to suspend or terminate service in the event of prohibited, unlawful or, in the case of resold services, improper use of the other Party's facilities or service (e.g. making calls in a manner reasonably to be expected to frighten, abuse, torment or harass another, etc.) as described under the providing Party's tariff, abuse of the other Party's facilities, or any violation or noncompliance with this Agreement and/or each Party's tariffs, where applicable. Upon detection of such use, the detecting Party will provide written notice to the other Party 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 such use is not corrected or ceased by the fifteenth (15^{th}) calendar day following the date of the notice. In addition, the detecting Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the detecting Party may terminate the provision of existing services to the other Party if such use is not corrected or ceased by the thirtieth (30^{th}) calendar day following the date of the initial notice. Notwithstanding the foregoing, if the Party that receives the notice disagrees with the issuing Party's allegations, it shall provide written notice to the issuing Party stating the reasons therefor. Upon delivery of such notice of dispute, the foregoing provisions regarding suspension and termination will be stayed, and the Parties shall work in

good faith to resolve any dispute over such allegations and/or the action to be taken. If the Parties are unable to resolve such dispute amicably, the issuing Party shall proceed, if at all, pursuant to the dispute resolution provisions set forth in the General Terms and Conditions.

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 NuVox 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 subsequent to the issuance of the written notice ("Additional Amounts Owed"), is not received by the (15th) calendar day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice that BellSouth may discontinue the provision of existing services to NuVox if payment of such amounts, and all other Additional Amounts Owed that become past due subsequent to the issuance of the written notice, is not received by the thirtieth (30th) calendar day following the date of the initial notice. Upon request, BellSouth will provide information to NuVox of the Additional Amounts Owed that must be paid prior to the time periods set forth in the written notice to avoid suspension of access to ordering systems or discontinuance of the provision of existing services as set forth in the initial written notice.

1.7.3 In the case of termination of services, all billed charges, as well as applicable termination charges, shall become due provided, however, if there are any disputed charges at the time of termination, the Parties will continue to pursue the resolution of the dispute. In the event that the Parties are unable to resolve the dispute, it will be resolved using the dispute resolution process.

1.7.4 The Parties will comply with the applicable FCC and Commission rules and orders relating to suspension, discontinuance and termination of service. Upon termination of service on the billed Party's account, such service to billed Party's customers will be denied. The billed Party is solely responsible for notifying the customers of the proposed disconnection of the service. The billing Party will reestablish service for the billed Party upon payment of all past due charges and the appropriate connection fee subject to the billing Party's normal application procedures.

1.7.5 Notices of suspension or termination of service will be delivered to the appropriate billing contact and/or address at the billed Party, as well as to the notice contacts specified in the General Terms and Conditions.

1.8 Deposit Policy. BellSouth reserves the right to secure the accounts of new CLECs (entities with no existing relationship with BellSouth for the purchase of wholesale services as of the Effective Date) and existing CLECs (entities with an existing relationship with BellSouth for the purchase of wholesale services as of the

Effective Date) with a suitable form of security pursuant to this Section. NuVox may satisfy the requirements of this Section through the presentation of a payment guarantee with terms acceptable to BellSouth executed by a company with a credit rating of greater than or equal to 5A1. Upon request, NuVox shall complete a credit profile and provide in the form attached hereto as Exhibit B.

1.8.1 With the exception of new CLECs with a D&B credit rating equal to 5A1, BellSouth may secure the accounts of all new CLECs consistent with the terms set forth in subsection 1.8.2. Further, if NuVox has filed for bankruptcy protection within twelve (12) months prior to the Effective Date of this Agreement, BellSouth may treat NuVox, for purposes of establishing security on its accounts, as a new CLEC as set forth in subsection 1.8.5.

1.8.2 The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth Form or substantially similar in substantive parts to the BellSouth Form), Surety Bond (BellSouth Form or substantially similar in substantive parts to the BellSouth Form).

1.8.3 The maximum amount of the security shall not exceed two (2) month's estimated billing for new CLECs or two months' actual billing for existing CLECs (based on average monthly billings for the most recent six (6) month period). Interest shall accrue per the appropriate BellSouth tariff on cash deposits.

1.8.4 Any such security shall in no way release NuVox from its obligation to make complete and timely payments of its bills, subject to the bill dispute procedures set forth in Section 2.

1.8.5 BellSouth may secure the accounts of existing CLECs where an existing CLEC does not meet the following factors:

1.8.5.1 NuVox must have a good payment history, based upon the preceding twelve (12) month period. A good payment history shall mean that less than ten percent (10%) of the non-disputed receivable balance is received over thirty (30) calendar days past the Due Date.

1.8.5.2 The existing CLEC's liquidity status, based upon a review of EBITDA, is EBITDA positive for the prior four (4) quarters of financials (at least one of which must be an audited financial report) excluding any nonrecurring charges or special restructuring charges.

1.8.5.3 If the existing CLEC has a current bond rating, such CLEC must have a bond rating of BBB or above or the existing CLEC has a current bond rating between CCC and BB and meets the following criteria for the last Fiscal Year End and for the prior four (4) quarters of reported financials:

1.8.5.3.1 Free cash flow positive;

1.8.5.3.2 Positive tangible net worth; and

1.8.5.3.3 Debt/tangible net worth rating of 2.5 or better.

1.8.6 Subject to Section 1.8.7 following, in the event NuVox fails to remit to BellSouth any deposit requested pursuant to this Section within thirty (30) calendar days of **NuVox**'s receipt of such request, and does not dispute the deposit request within such thirty (30) day period service to NuVox may be terminated in accordance with the terms of Section 1.7 and subtending sections of this Attachment, and any security deposits will be applied to NuVox's account(s).

1.8.7 The Parties will work together to determine the need for or amount of a reasonable deposit. If the Parties are unable to agree on a request for additional amounts or a deposit refund, either Party may file a petition for resolution of the dispute and both Parties shall cooperatively seek expedited resolution of such dispute. During the pendency of such a proceeding, the Commission may, with reasonable discretion, require posting of a bond for 50% of the disputed amount during the pendency of the proceeding.

1.8.8 At any such time as the provision of services to NuVox is terminated pursuant to Section 1.7, the amount of the deposit will be credited against NuVox's account(s) and any credit balance that may remain will be refunded immediately.

1.8.9 Subject to a standard of commercial reasonableness, if a material change in the circumstances of NuVox so warrants and/or gross monthly billing has increased more than 25% beyond the level most recently used to determine the level of security deposit, BellSouth reserves the right to request additional security subject to the criteria set forth herein this Section 1.8.

1.8.10 BellSouth shall refund, release or return any security, including all accrued interest, if any, within thirty (30) calendar days of its determination that such security is no longer required by the terms of this Section 1.8 or within thirty (30) calendar days of NuVox establishing that it satisfies the standards set forth in Section 1.8.5. NuVox may make the requisite showing in a letter directed to the Notices recipients set forth in the General Terms and Conditions of this Agreement. NuVox shall attach supporting financial reports to such letter and such documents shall be accorded confidential treatment, in accordance with Section 12 of the General Terms and Conditions, unless such documents are otherwise publicly available.

1.9 Notices. All bills and notices regarding billing matters, including notices relating to security deposits, suspension or termination of services, and rejection of additional orders shall be forwarded to the billing contacts and/or addresses designated by each Party in the establishment of its billing accounts.

1.9.1 Upon request of NuVox, BellSouth's Initial Notice to NuVox 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 (15^{th}) calendar day following the date of the notice will be supplied to NuVox's billing contact and to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement (such notice sent to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement shall be provided as a stand-alone document and shall not be accompanied by bills that may be generated concurrently with the notice, unless such individual(s) also serves as a billing contact). NuVox shall notify BellSouth's billing department of any changes to the Notices contact(s). Notices of security deposits and termination of services also shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement. Such notices must be sent in accordance with the time frames set forth in Section 1.7.

1.10 Rates. Rates for Centralized Message Distribution Service ("CMDS") are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in 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 electronically upon the discovery of a billing dispute. Each Party shall report all billing disputes to the other Party using either the Mass Dispute spreadsheet format for multiple disputes or the Billing Adjustment Request ("BAR") form attached hereto as Exhibit B.

2.1.1 Confirmation of the receipt of a dispute filed via the BAR form or multiple disputes filed via the Mass Dispute spreadsheet format will be sent by the billing Party to the disputing Party via the same medium used in filing the dispute(s). An automatic response will be provided for those filed electronically and a response will be provided within three (3) business days for those filed via fax. Both Parties will use the Claim Number inserted on the BAR or the Mass Dispute spreadsheet format as the indicator of the appropriate dispute in question.

2.1.2 All Valid Disputes, as defined in Section 2.3 below, shall be posted so as to remove disputed amounts from the collections process prior to that process being initiated.

2.1.3 Upon request by either Party, the other Party will provide a spreadsheet containing a current list of open disputes along with the requesting Party's audit/claim number listed on the BAR form, the requesting Party's audit/claim number that is assigned to the dispute, and the disputed dollar amount. The Parties shall engage in

mutually agreed upon meetings, no less frequent than quarterly, if requested by either Party, to discuss the status of the open disputes. If the billed Party disagrees with the resolution of the dispute by the billing Party, the Parties agree to use the existing escalation procedures between the Parties to resolve the dispute. If the Parties are unable to resolve the dispute through escalation, either Party may initiate the dispute resolution process.

2.1.4 To the extent necessary in order to resolve billing disputes, the Parties shall engage in face-to-face meetings no more frequently than every six (6) months, unless otherwise mutually agreed by the Parties, for the purpose of resolving billing disputes. Unless otherwise mutually agreed upon by the Parties the meeting shall be held at a mutually convenient time at a BellSouth location, selected by BellSouth, to which NuVox agrees to travel at its expense.

2.1.5 In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. BellSouth has provided a contact name and escalation spreadsheet by appropriate center based upon service type of the dispute at http://interconnection.bellsouth.com/forms/html/billing&collections.html to assist in this effort. If the Parties are unable within the sixty (60) calendar day period to reach resolution, then the unresolved dispute will be resolved in accordance with the dispute resolution provisions in the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section, 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, to the extent possible, supported by relevant, written documentation (including e.g. reference to or copies of the relevant bill pages), which clearly shows the basis for disputing charges ("Valid Dispute"). Examples of written document considered relevant include, but are not limited to: the number of minutes the disputing Party believes were properly and improperly billed, the rate the disputing Party believes was erroneously applied and that which it believes was applicable, the factor the disputing Party believes was erroneously applied and that which it believes was applicable, etc. All reasonable requests for additional relevant information made by one Party to another shall be honored. The billed Party may withhold payment of such disputed amounts but late payment charges and interest will be assessed per Section 2.4 below, pending resolution of the dispute. These late payment charges must be disputed until the initial 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 payment of any of the disputed amount owed to the billing Party within thirty (30) calendar days. If the billing dispute is resolved in favor of the billed Party, any credits due to the billed Party, pursuant to the billing dispute, will be applied to the billed Party's account by the billing Party within thirty (30) calendar days.

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 where applicable, shall be assessed. Such late payment charge shall be calculated in accordance with Section 1.6. There will be no late payment charges on disputed amounts, if the withholding Party prevails in the billing dispute.

3. COOPERATION IN SUPPLYING BILLING INFORMATION

3.1 BellSouth shall cooperate with and provide all information reasonably requested by NuVox to aid in the accurate and timely billing of access and reciprocal compensation (including compensation for ISP-bound traffic) to BellSouth and any third party carriers, including BellSouth Affiliates.

4. RAO HOSTING

4.1 Remote Accounting Office ("RAO") Hosting, Calling Card and Third Number Settlement System ("CATS") and Non-Intercompany Settlement System ("NICS") services provided to NuVox 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 and for which BellSouth will provide NuVox with thirty (30) calendar days' advanced notice of such revisions.

4.2 NuVox shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

4.3 Charges or credits, as applicable, will be applied by BellSouth to NuVox on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) calendar days of receipt of the billing statement.

4.4 NuVox must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, NuVox must request that BellSouth establish a unique hosted RAO code for NuVox. 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.

4.5 BellSouth will receive messages from NuVox that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. NuVox shall send all messages to BellSouth no later than sixty (60) calendar days after the message date.

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

4.7 All data received from NuVox 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.

4.8 All data received from NuVox 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.

4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by NuVox and will forward them to NuVox on a daily basis for processing.

4.10 Transmission of message data between BellSouth and NuVox will be via CONNECT:Direct or CONNECT:Enterprise Client utilizing secure File Transfer Protocol ("FTP").

4.10.1 Data circuits (private line or dial-up) will be required between BellSouth and NuVox for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, NuVox will be responsible for ordering the circuit and coordinating the installation with BellSouth. NuVox will also be responsible for any charges associated with this line. CSU/DSU equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be the responsibility of NuVox. 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 NuVox. Additionally, all message toll charges associated with the use of the dial circuit by NuVox will be the responsibility of NuVox. Associated equipment on the BellSouth end, including a modem, will be the responsibility of BellSouth. All equipment, including modems and software, that is required on the NuVox end for the purpose of data transmission will be the responsibility of NuVox.

4.10.2 If NuVox utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of NuVox.

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

4.12 NuVox 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.

4.13 Should it become necessary for NuVox to send data to BellSouth more than sixty (60) calendar days past the message date(s), NuVox will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or NuVox, where necessary, to notify all affected LECs.

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

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

4.16 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.

4.17 **RAO Compensation**

4.17.1 Rates for message distribution service provided by BellSouth for NuVox are set forth in Exhibit A.

4.17.2 Rates for data transmission associated with message distribution service are set forth in Exhibit A.

4.18 **Intercompany Settlements Messages**

4.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by NuVox 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 NuVox and the involved company(ies), unless that company is participating in NICS.

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

4.18.3 Once NuVox is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.

4.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of NuVox. BellSouth will distribute copies of these reports to NuVox on a monthly basis.

4.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of NuVox. BellSouth will distribute copies of these reports to NuVox on a monthly basis.

4.18.6 BellSouth will collect the revenue earned by NuVox from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents ($0.05), on behalf of NuVox. BellSouth will remit the revenue billed by NuVox 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 NuVox. These two (2) amounts will be netted together by BellSouth and the resulting charge or credit issued to NuVox monthly via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

4.18.7 BellSouth will collect the revenue earned by NuVox 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 NuVox. BellSouth will remit the revenue billed by NuVox 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 NuVox monthly via a monthly CABS miscellaneous bill.

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

5. UNBILLABLE REVENUE (CMDS)

5.1 Recording Failure(s)

5.1.1 When BellSouth carries or switches calls and loses or fails to make a recording, regardless of whether NuVox or BellSouth are performing the billing function, BellSouth shall notify NuVox of the amount of estimated NuVox unbillable revenue in accordance with Section 5.3. BellSouth shall compensate NuVox for this unbillable revenue within three (3) bill periods. Such compensation shall be net of revenue BellSouth demonstrates it would have received for services provided to NuVox, if any, but for which BellSouth could not render bills as a result of any recording loss(es).

5.1.2 The term "unbillable" refers to a message or service that cannot be billed to the correct NuVox customer.

5.2 Lost, Damaged or Destroyed Message Data

5.2.1 When NuVox message data is lost, damaged, or destroyed as a result of BellSouth error or omission, including but not limited to, the acts or omissions of BellSouth employees, agents and suppliers, and the failures of BellSouth hardware, software and other BellSouth equipment, when BellSouth is performing the billing and/or

recording function, and the data cannot be recovered or resupplied within two (2) bill periods, BellSouth shall notify NuVox of the estimated amount of NuVox unbillable revenue in accordance with Section 5.3. BellSouth shall compensate NuVox for this unbillable revenue within three (3) bill periods.

5.2.2 When NuVox message data is lost, damaged, or destroyed as a result of BellSouth error or omission, including but not limited to, the acts or omissions of BellSouth employees, agents and suppliers, and the failures of BellSouth hardware, software and other BellSouth equipment, when NuVox is performing the billing and/or recording function, and the data cannot be recovered or resupplied within two (2) bill periods, BellSouth shall notify NuVox of the estimated amount of NuVox unbillable revenue in accordance with Section 5.3 of this Attachment. BellSouth shall compensate NuVox for the net loss to NuVox within three (3) bill periods.

5.3 **Determination of Losses**

5.3.1 Material Loss. BellSouth shall review its daily controls to determine if data has been lost. The message threshold (5000 (this is the number of messages on the switch for all carriers including inter and intraLATA as well as Local) messages within the missing data period) used by BellSouth to determine if there has been a material loss of its own messages will also be used to determine if a material loss of NuVox's messages has occurred. A nonmaterial loss will not be reported and any unbillable revenues will not be credited to NuVox. When it is known that there has been a material loss, actual message and minute volumes should be reported if possible. Where actual data is not available, a full day shall be estimated for the recording entity as outlined in the Section 5.3.1.1 below. The loss is then determined by subtracting recorded data, if any is available, from the estimated total day's business.

5.3.1.1 Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, BellSouth shall secure message/minute counts for the corresponding day of the week for eight (8) weeks preceding the week in which the loss occurred. BellSouth shall apply the appropriate Average Revenue Per Message ("ARPM") to the estimated message volume to arrive at the estimated lost revenue.

5.3.2 Complete Loss. Estimated message and minute volumes for each loss consisting of an entire/tape or file lost in transit, lost after receipt, degaussed before processing, received blank or unreadable, etc. shall be reported. Also the loss of one or more boxes of operator tickets shall be estimated and reported if applicable.

5.3.3 BellSouth shall notify NuVox in advance of the date of monthly billing statement that shall contain such adjustments. BellSouth shall provide sufficient information to allow NuVox to analyze the data supporting BellSouth's estimate of revenue due to NuVox.

CMDS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7 Exh A Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CMDS																
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message					0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001										

Bellsouth® Metro Ethernet Service
SLA Credit Request Form

Email to: Retail GSST: atlanta.mac-anv@bellsouth.com
Retail Access: flenduser@bellsouth.com
Wholesale Access: Send with BAR form (see instruction #5)

The Customer or Service Consultant will complete one request form per missed SLA (time to repair, Network Availability or Network Latency).

Section 1: Originator's Information

Date: Name: Phone: Fax:

Section 2: Customer / Account Information

Customer's Name: Site Earning Account Number/BAN:

Service Type:Choose One

Service Provided under:Choose One Provide CSA Contract Number if SLA is included in CSA:

Section 3: Additional Remarks (Optional)

Section 4: Time to Repair SLA

Trouble Ticket Number: Circuit ID: State:

Amount of SLA Credit:

Service Order Number (if Applicable): Service Order Due Date (if Applicable):

Section 5: Network Availability SLA

Primary Circuit ID: State:

VLAN#: Associated Circuit IDs:

Report Month SLA missed: % of Network Availability:

Amount of SLA Credit:

Section 6: Network Latency SLA

Primary Circuit ID:

VLAN #: Associated Circuit IDs:

State:

Report Month SLA missed: Amount of SLA Credit:

Private/Proprietary
Not for disclosure outside BellSouth except by written agreement

Section 7: SLA Credit Action Completed by Customer Care CSA/Service Representative

SLA Credit Status:Choose One

Time to Repair SLA:

Time to Repair Duration: Date & Time:

DCSC MMT Name: DSCS MMT Contact number:

Network Availability SLA or Network Latency SLA:

INC-Reported Network Availability %: | INC-Reported Network Latency (ms):

CNMS Technician name: CNMS Technician Contact number:

SLA Denial Reason (if applicable):

Additional Remarks:

Form Usage Instructions:

1. Per Tariff language, the customer must report a missed SLA within 30 days of the day or month for which the SLA was missed in order to receive a credit. The customer's account must be current at the time of the investigation and determination of credit action to receive a credit.

2. In the event that a Metro Ethernet customer reports a missed SLA, the Service Consultant/Customer shall complete section 1 thru 6 of this SLA Credit Request Form and submit the completed form to the email address at the top of the form along with associated BAR form if applicable for review.

3. The Customer Care CSA/Service Representative will investigate the SLA Credit Request.

    a. For Time-to-Repair SLAs, the CSA/Service Representative will work with the MEOC MMT to determine total outage time based upon the WFA trouble ticket. The customer is due a credit if the total outage time is GREATER THAN the committed repair interval.

    b. For Network Availability SLAs, the CSA/Service Representative will work with the CNMS technician to determine the INC-reported Network Availability measure for the customer's VLAN. The customer is due a credit if the INC-reported Network availability is LESS THAN the committed availability value.

    c. For Network Availability SLAs, the CSA/Service Representative will work with the CNMS technician to determine the INC-reported Network Latency measure for the customer's VLAN. The customer is due a credit if the INC-reported Network latency is GREATER THAN the committed Latency value.

4. After completing the investigation, the CSA/Service Representative will work document the investigation results in Section 7 of the SLA Credit Request Form.

    - If a Credit is appropriate, the CSA will apply the appropriate credit to the customer's account via the established BOCRIS adjustment codes.
    - If a Credit is appropriate, the Service Representative will apply the appropriate credit to the customer's account via CABS OC&C procedures.

Private/Proprietary
Not for disclosure outside BellSouth except by written agreement

- The CSA will then send the completed form back to the originating Service Consultant who will notify the customer.
- The Service Representative will contact the customer and advise.

5. Send this form with BAR form:
http://www.interconnection.bellsouth.com/forms/html/billing&collections.html

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 and Associated Remedies

PERFORMANCE MEASUREMENTS AND ASSOCIATED REMEDIES

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) in a proceeding applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) as of the date specified by the Commission. Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) that have been ordered in a particular state can currently be accessed via the internet at https://pmap.bellsouth.com. Nothing in this Attachment 9 shall supercede a Party's right to other remedies or legal recourse available under other provisions of this Agreement, the Act and Applicable Law; provided, however, that the payment of any associated remedies or enforcement mechanisms to each CLEC shall be credited against any liability associated with or related to BellSouth's service performance and shall not be considered an admission against interest or an admission of culpability or liability in any legal, regulatory or other proceeding, nor constitute evidence that BellSouth failed to comply with or has violated any state or federal law or regulation.

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 operability 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. The telephone number for NuVox's Local Switch Control Center is 800.236.7284 Option 2.

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 site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office ("CO") would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the CO 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 CO, 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 customers 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) Begin restoring service, on a parity basis, to other customers served by CLECs or BellSouth.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a CO that also serves as a 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 CO 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 customers 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.);

g) Begin restoring service, on a parity basis, to other customers served by CLECs or BellSouth.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and

e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

f) Begin restoring service, on a parity basis, to other customers served by CLECs or BellSouth.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth equipment as well as the CLEC equipment. 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. If information to facilitate billing among Carriers needs to be established, the Parties shall negotiate in good faith a resolution of such identification, information and billing issues and may use traffic figures averaged over the most recent three (3) month period as a proxy taking into account known or expected deviations during the recovery period.

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

8.0 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 by BellSouth. 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 will be regularly updated and 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.

9.0 BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1.0 BONA FIDE REQUEST

1.1 The Parties agree that NuVox is entitled to order any network element, interconnection option, or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request ("BFR") is to be used when NuVox makes a request of BellSouth to provide a new or modified network element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.

1.2 A BFR shall be submitted in writing by NuVox 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 NuVox's designation of the request as being pursuant to the Telecommunications Act of 1996 (*i.e.*, a BFR). The request shall be sent to NuVox's designated BellSouth sales contact or Local Contract Manager.

1.3 Within two (2) business days of receipt of a BFR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from NuVox at any time during the processing of the BFR.

1.4 Within thirty (30) business days of BellSouth's receipt of the BFR, if preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall respond to NuVox by providing a preliminary analysis of the new or modified network element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the new or modified network element, interconnection option or service option or confirm that BellSouth will not offer the new or modified network element, interconnection option or service option.

1.5 For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary analysis states that BellSouth will offer the new or modified network element, interconnection option or service option, the preliminary analysis

will include an estimate of the costs of utilizing existing resources, both personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted BellSouth departments, determination of required resources, project management resources, etc. ("Development Rate") including a general breakdown of such costs associated with the network element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified network element, interconnection option or service option, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified network element, interconnection option or service option, should actually be submitted as a NBR or is otherwise not required to be provided under the Act. If BellSouth cannot provide the network element, interconnection option or service option by the requested date, BellSouth shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet NuVox's requested date.

1.6 For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall notify NuVox within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR/NBR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If NuVox accepts the complex request evaluation fee proposed by BellSouth, NuVox shall submit such fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required. Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to NuVox by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.

1.7 NuVox may cancel a BFR at any time. If NuVox cancels the request within ten (10) business days after submitting the BFR request, no charges will be incurred. If NuVox cancels the BFR within thirty (30) business

days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.

1.8 NuVox will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If NuVox fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled.

1.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified network element, interconnection option or service option quoted in the preliminary analysis.

1.9 Notwithstanding any other provision of this Agreement, BellSouth shall propose a firm price quote, including the firm Development Rate, the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of NuVox's accurate BFR application for a network element, interconnection option or service option that is operational at the time of the request; thirty (30) business days of receipt of NuVox's accurate BFR application for a new or modified network element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of NuVox's accurate BFR application for a new or modified network element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.

1.10 NuVox 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 Development or nonrecurring rates quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimated Development Rate and/or nonrecurring rate for the new or modified network element, interconnection option or service option not ordered by the FCC or Commission, BellSouth will credit NuVox's account for the difference.

1.11 Unless NuVox agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.

1.12 If NuVox believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. Any such arbitration applicable to network element, interconnection option and/or service option pricing shall be conducted in accordance with standards prescribed in Sections 251 and 252 of the Act. While the dispute is pending, NuVox shall have the option of requesting BellSouth to provide the network element, interconnection option or service option subject to a retroactive pricing true up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. BellSouth will provide a cost study upon request after the firm quote.

1.13 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the BFR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

1.14 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

2.0 **NEW BUSINESS REQUEST**

2.1 NuVox also shall be permitted to request the development of new or revised facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment 11. A New Business Request ("NBR") is to be used by NuVox 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 NBR Services") and is not required by the Act.

2.2 An NBR shall be submitted in writing by NuVox 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 NuVox's designated BellSouth sales contact or Local Contract Manager.

2.3 Within two (2) business days of receipt of an NBR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact

responsible for responding to the NBR And shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from NuVox at any time during the processing of the NBR.

2.4 If the preliminary analysis of the requested NBR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, BellSouth shall respond to NuVox by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested NBR Services or confirm that BellSouth will not offer the Requested NBR Services.

2.4.1 If the preliminary analysis states that BellSouth will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If BellSouth cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet NuVox's requested date. If the preliminary analysis states that BellSouth will not offer the Requested NBR Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested NBR Services.

2.5 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, BellSouth shall notify NuVox within ten (10) business days of BellSouth's receipt of the NBR that a complex request evaluation fee will be required prior to the evaluation of the NBR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request. If NuVox accepts the complex request evaluation fee amount proposed by BellSouth, NuVox shall submit such complex request evaluation fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required.

2.6 Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to NuVox by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR.

2.7 NuVox may cancel an NBR at any time. If NuVox cancels the NBR within ten (10) business days after submitting the NBR, no charges will be incurred. If NuVox cancels the NBR within thirty (30) business days after

receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 2.6, minus those costs included in the fee that have not been incurred as of the date of cancellation.

2.8 NuVox will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR. If NuVox fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.

2.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.

2.9 BellSouth shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate and a detailed implementation plan within ten (10) business days of receipt of NuVox's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of NuVox's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.

2.10 NuVox 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. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, BellSouth will credit NuVox's account for the difference.

2.11 Unless NuVox agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.

2.12 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the NBR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required

and the Parties shall negotiate such agreement or amendment in good faith.