ORIGINAL

BELLSOUTH

030498 - TP

BellSouth Telecommunications, Inc.
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Tallahassee, FL 32301-1556

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Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
Fax 850 224 5073

June 5, 2003

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COMMISSION CLERK

RECEIVED - FPSC

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

Re: Notice of the Adoption of Interconnection, Unbundling, Resale, and Collocation agreement with modifications between BellSouth Telecommunications, Inc. ("BellSouth") and MCI WorldCom Communications, Inc by ACN Communications Services, Inc..

Dear Mrs. Bayó:

BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by ACN Communications Services, Inc. of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications Inc. and MCI WorldCom Communications, Inc, which was filed with this Commission on September 17, 2001 in Docket No. 000649-TP.

ACN Communications Services, Inc. is adopting the agreement and all amendments (if applicable), with modifications as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed is the original and two (2) copies of the contract between BellSouth Telecommunications, Inc. and ACN Communications Services, Inc., for your records.

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

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

Very truly yours,

Marshall M. Criser III

Regulatory Vice President (KA)

DOCUMENT NUMBER-DATE
05022 JUN-5 03
FPSC-COMMISSION CLERK

Customer Name: ACN Communications Services, Inc.

By and Between

BellSouth Telecommunications, Inc.

And

ACN Communications Services, Inc.

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between ACN Communications Services, Inc., ("ACN") a Michigan corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

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

WHEREAS, ACN has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCI WorldCom Communications, Inc. ("MCIm") dated September 12, 2001 for the state of Florida.

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

1. ACN and BellSouth shall adopt in its entirety, except for those items identified in Paragraphs 2 – 11 following, the MCIm Interconnection Agreement dated September 12, 2001 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The MCIm Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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2. The Parties hereby agree to delete Section 9.1.1 of Attachment 4 and replace with Section 9.1.1. as follows:

"For the purpose of compensation for call termination under this Agreement, the traffic exchanged between ACN and BellSouth will be classified as Local Traffic, ISP-bound Traffic, IntraLATA Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers."

3. The Parties hereby agree to delete Sections 9.4.7 – 9.4.7.9 of Attachment 4 and replace with Sections 9.4.7, 9.4.7.1 and 9.4.7.2 as follows:

9.4.7 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding Extended Area Service ("EAS") exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service tariff. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

9.4.7.1 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and ACN agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or ACN that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis

shall be considered ISP-bound traffic for compensation purposes. BellSouth and ACN further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or ACN that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

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

4. The Parties hereby agree to delete Sections 9.4, 9.4.1, 9.4.1.1 and 9.4.1.2 of Attachment 4 and replace with Sections 9.4 as follows:

"Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call and Termination of Local Traffic."

5. The rates (Network Elements, Local Interconnection, Collocation, Number Portability, Billing Usage) in Attachment 1, Table 1 are deleted in their entirety, and replaced with rates for Network Elements (Exhibit A), Local Interconnection (Exhibit B), Collocation (Exhibit C), Billing Usage Rates (Exhibit D).

6. Attachment 3, Network Elements is replaced in entirety with Attachment 3, Network Elements and Other Services, Exhibit E attached. Attachment 5, Collocation is deleted in its entirety and replaced with Attachment 5, Collocation, Exhibit F attached.

7. Attachment 2, Section 1.4 of the Agreement is hereby deleted in its entirety and replaced with new Attachment 2, Section 1.4, as follows:

"Notwithstanding the foregoing, BellSouth may provide ACN notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also post changes to business processes and polices, 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 website, and any other information of general applicability to CLECs."

8. Section 1.7.4 of Attachment 8 of the Agreement is hereby deleted in its entirety and replaced with a new Section 1.7.4, incorporated herein by reference, as follows:

1.7.4 Deposit Policy

1.7.4.1 When purchasing services from BellSouth, ACN will be required to complete the BellSouth Credit Profile and provide information regarding credit

worthiness. Based on the results of the credit analysis, the BellSouth reserves the right to secure the account with a suitable form of security deposit from ACN. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, if the Parties agree, some other form of security. Such security deposit shall be required prior to the inauguration of service. If circumstances so warrant and/or gross monthly billing increases substantially beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security deposit amounts. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth General Subscriber Services Tariff. Security deposits collected under this Section shall not exceed two (2) months' estimated billing.

1.7.4.2 In determining whether a security deposit is required, BellSouth will review ACN's D&B rating and report details, ACN's payment history with BellSouth and payment history with others as available; the number of years ACN has been in business; ACN's management history and manager's length of service with ACN; liens, suits and judgments against ACN; and to the extent available, ACN's financial information. Upon the conclusion of this review, if BellSouth continues to insist on an additional security, at ACN's request, BellSouth will document in writing to ACN the details of BellSouth's credit risk analysis directly relating to ACN within five (5) business days of the receipt of such request by BellSouth.

1.7.4.3 BellSouth shall review ACN's credit worthiness on a semi-annual basis, at ACN's request, or upon a substantial change in ACN's usage, in order to determine the need for adjustments to the current security amount. Dependent on the results of these reviews, BellSouth will (1) where credit worthiness has been demonstrated if a deposit is held refund the deposit; (2) where credit worthiness has not been demonstrated a new or additional deposit may be requested.

1.7.4.4 In the event ACN fails to remit to BellSouth any deposit requested pursuant to this Section within thirty (30) days or as mutually agreed upon by the Parties, service to ACN may be terminated and any security deposits will be applied to ACN's account(s).

9. Attachment 6 is deleted in its entirety and replaced with the following:

"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."

10. The Parties hereby agree to add language to General Terms and Conditions as follows:

21.2.6 Percent Local Facility. Each Party shall report to the other a Percent Local Facility ("PLF") factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time. "

11. The Parties agree to add to Attachment 2, Local Resale, Exhibits G and H as set forth in Exhibit 2. The Parties also agree to add to Attachment 2, Local Resale, Section 8 – ODUF and Section 9 – EODUF, as follows:

Section 8. Optional Daily Usage File

8.1 The Optional Daily Usage File ("ODUF") Agreement with terms and conditions is included in this Attachment as Exhibit G, attached hereto and incorporated herein by this reference. Rate for ODUF are as set forth in Table 1 of Attachment 1.

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

Section 9. Enhanced Optional Daily Usage File

9.1 The Enhanced Optional Daily Usage File ("EODUF") service Agreement with terms and conditions in included in this Attachment as Exhibit H, attached hereto and incorporated herein by this reference. Rates for EODUF are as set forth in Table 1 of Attachment 1.

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

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

13. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 3 of the MCIm Interconnection Agreement for Florida. For the purposes of determining the expiration date of this Agreement pursuant to the 1st paragraph of the General Terms and Conditions of the MCIm Interconnection Agreement for Florida, the effective date shall be September 12, 2001.

14. ACN shall accept and incorporate any amendments to the MCIm Interconnection Agreement executed as a result of any effective judicial, regulatory, or legislative action in accordance with Section 2.3 of the General Terms and Conditions of the MCIm Interconnection Agreement.

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

BellSouth Telecommunications, Inc.
BellSouth Local Contract Manager
8th Floor
600 North 19th Street
Birmingham, Florida 35203

and

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

ACN Communications Services, Inc.
Attn: David Stevanovski
32991 Hampton Court
Farmington Hills, Michigan 48334
248-699-3404

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

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

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

BellSouth Telecommunications, Inc.	**ACN Communications Services, Inc.**
Signature	Signature
Elizabeth R. A. Shiroishi	David Stevanovski
Name	Name
Director	Chief Operating Officer
Title	Title
5/12/03	4/16/03
Date	Date

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to ACN 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 services BellSouth makes available to ACN. The rates for each Network Element and combination of Network Elements and other services are set forth in Exhibit B of this Agreement. Additionally, the provision of a particular Network Element or service may require ACN to purchase other Network Elements or services.

1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment ACN used in the provision of a telecommunications service. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

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

1.4 ACN may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner ACN chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by ACN to the demarcation point associated with ACN's collocation arrangement.

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

1.6 ACN may not purchase unbundled network elements (UNEs) or convert special access circuits to UNEs if such network elements will be used to provide wireless telecommunications services.

1.7 BellSouth shall not connect individual UNEs or combinations of UNEs to BellSouth tariffed services.

1.8 If ACN reports a trouble on a UNE and no trouble actually exists on the BellSouth portion, BellSouth will charge ACN for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the UNE's working status.

1.9 Rates

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

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

1.9.3 If ACN 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 ACN in accordance with FCC No. 1 Tariff, Section 5.

1.9.4 A one-month minimum billing period shall apply to all UNE conversions or new installations.

2 Unbundled Loops

2.1 General

2.1.1 The local loop Network Element (Loop) is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the Loop demarcation point at an End User customer premises, including inside wire owned by BellSouth. The local Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

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

2.1.3 To the extent available within BellSouth's network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested Loop type is not available and cannot be made available through BellSouth's Unbundled Loop Modification process, then ACN can use the Special Construction process to request that BellSouth place facilities in order to meet ACN's Loop requirements. Standard Loop intervals shall not apply to the Special Construction process.

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 15 or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

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

2.1.6 ACN may utilize the unbundled Loops to provide telecommunications services as long as such services are consistent with industry standards and BellSouth's TR73600.

2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where ACN has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.), the resulting Loop will be maintained as an unbundled copper Loop (UCL), and ACN shall pay the recurring and nonrecurring charges for a UCL. For non-service specific Loops (e.g. UCL, Loops modified by ACN using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.

2.1.7.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the end user's location. If ACN 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, UCL-ND, ACN may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit B of this Attachment.

2.1.8 **Loop Testing/Trouble Reporting**

2.1.8.1 ACN will be responsible for testing and isolating troubles on the Loops. ACN 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. At the time of the trouble report, ACN will be required to provide the results of the ACN test which indicate a problem on the BellSouth provided Loop.

2.1.8.2 Once ACN has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions

necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.

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

2.1.9 **Order Coordination and Order Coordination-Time Specific**

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

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

2.1.10 **CLEC to CLEC Conversions for Unbundled Loops**

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

2.1.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the

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

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

2.1.10.4

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

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

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

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

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

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

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SLI Loops when reuse of existing facilities has been requested by ACN. ACN may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its end users.

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

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a Design Layout Record provided to ACN. 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 ACN to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 **Unbundled Digital Loops**

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

2.3.2 BellSouth shall make available the following UDLs:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.3.2.3 2-wire Unbundled ADSL Compatible Loop

2.3.2.4 2-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled HDSL Compatible Loop

2.3.2.6 4-wire Unbundled DS1 Digital Loop

2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.3.2.8 DS3 Loop

2.3.2.9 STS-1 Loop

2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. ACN will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. BellSouth will not reconfigure its ISDN-capable Loop to support IDSL service.

2.3.3.1 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable Loop. These specifications are listed in BellSouth's TR73600.

2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.

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

2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed Loop that is provisioned according to Carrier Serving Area (CSA) criteria and 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, Order Coordination, and a DLR.

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

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

2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

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

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

2.4 Unbundled Copper Loops (UCL)

2.4.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not

intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

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

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long.

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

2.4.2.3 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 Ohms of resistance.

2.4.2.4 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 ACN.

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

2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short

2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

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

2.4.3.1 The UCL–ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms

resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18,000 feet and with less than 1300 Ohms resistance, the Loop will provide a voice grade transmission channel suitable for Loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

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

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

2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by ACN 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 Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3.5 Order Coordination (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. Order Coordination -Time Specific (OC-TS) does not apply to this product.

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

2.5 Unbundled Loop Modifications (Line Conditioning)

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

2.5.2 BellSouth shall condition Loops, as requested by ACN, whether or not BellSouth offers advanced services to the End User on that Loop.

2.5.3 In some instances, ACN will require access to a copper twisted pair Loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that ACN can use the Loop for a variety of services by attaching appropriate terminal equipment at the ends. ACN will determine the type of service that will be provided over the Loop. BellSouth's Unbundled Loop

Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the Loops as requested. Rates for ULM are as set forth in Exhibit B of this Attachment.

2.5.4 In those cases where ACN has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.), the resulting modified Loop will be ordered and maintained as a UCL.

2.5.5 ULM includes the following: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on Loops of any length.

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

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

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

2.6.1 Where ACN has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to ACN. 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 ACN (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 "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

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

2.6.3 If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the Loop facilities. ACN will then have the option of paying the one-time SC rates to place the Loop.

2.7 **Network Interface Device (NID)**

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

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

2.7.3 **Access to NID**

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

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

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

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

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

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

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

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

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

2.7.4 Technical Requirements

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

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

2.7.4.3 Existing BellSouth NIDs will be provided in "as is" condition. ACN may request BellSouth to do additional work to the NID on a time and material basis. When ACN deploys its own local Loops in a multiple-line termination device, ACN shall specify the quantity of NIDs connections that it requires within such device.

2.8 **Sub-loop Elements**

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

2.8.2 **Unbundled Sub-Loop Distribution**

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

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

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

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

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

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

2.8.2.6 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 ACN's use on this cross-connect panel. ACN will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

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

2.8.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by ACN is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet ACN'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. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room to accommodate ACN's request for Unbundled Sub-Loops, ACN may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. ACN will have the option to proceed under the SC process to modify the BellSouth facilities.

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

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

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

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

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

2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises or where the property owner will not allow the other Party to place its facilities to the end user.

2.8.3.3 Requirements

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

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

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

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

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

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

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

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

2.8.3.3.9 The Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:

2.8.3.3.11.1 If the Requesting Party issued a LSR to disconnect an End User from the Provisioning Party in order to use a UNTW pair, the Requesting Party will be billed for the use of the pair back to the disconnect order date.

2.8.3.3.11.2 If the Requesting Party activated a UNTW pair on which the Provisioning Party was not previously providing service, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service using that pair. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.8.4 **Unbundled Sub-Loop Feeder**

2.8.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves one or more end user locations.

2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

2.8.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level Loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2-wire or 4-wire communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of ACN's loop distribution elements onto BellSouth's feeder system.

2.8.4.5 Requirements

2.8.4.5.1 ACN will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a cross-connect panel inside the BellSouth cross-box to the requested level of feeder element. In those cases in which there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, ACN may request, through the BellSouth Special Construction process, a determination of costs to provide the sub-loop feeder element to ACN. ACN will then have the option of paying the special construction charges or canceling the order.

2.8.4.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

2.8.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.8.4.6 Unbundled Sub-Loop Feeder – DS3 and above

2.8.4.6.1 USLF DS3 and above provides connectivity between a BellSouth Serving Wire Center (SWC) collocation arrangement and the Remote Terminal (RT) associated with the SWC that serves an end user location.

2.8.4.6.2 The sub-loop feeder shall be utilized for voice and digital traffic. It may be configured at DS3 or STS-1 transmission capacities and shall require a Service Inquiry.

2.8.4.7 Requirements

2.8.4.7.1 Access in the SWC and RT will be via a Collocation cross-connect.

2.8.4.7.2 USLF DS3 and above will be a designed circuit. BellSouth will provide a Design Layout Record (DLR) for this network element.

2.8.4.7.3 Rates. Rates for these services are as set forth in Exhibit B of this Attachment. Mileage is based on airline miles.

2.8.4.7.4 BellSouth will provide USLF DS3 and above elements in accordance with applicable industry standards.

2.8.5 **Unbundled Loop Concentration (ULC)**

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

2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth Loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to ACN at ACN's collocation site. System B will allow up to 192 BellSouth Loops to be concentrated onto 4 or more DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to ACN's collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each Loop that is terminated onto the ULC system.

2.8.6 **Unbundled Sub-Loop Concentration (USLC)**

2.8.6.1 Where facilities permit, ACN may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.

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

2.8.6.3 ACN is required to deliver its sub-loops to its own cross-box, RT, or other similar device and deliver a single cable to the BellSouth RT. This cable shall be connected by a BellSouth technician to a cross-connect panel within the BellSouth

RT/cross-box and shall allow ACN's sub-loops to be placed on the USLC and transported to ACN's collocation space at a DS1 level.

2.8.7 **Dark Fiber Loop**

2.8.7.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from an end user's premises connected via a cross connect to the demarcation point associated with ACN's collocation space in the end user's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for ACN to utilize Dark Fiber Loops.

2.8.7.2 Requirements

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

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

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

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

2.9 **Loop Makeup (LMU)**

2.9.1 Description of Service

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

advanced services equipment ACN intends to install and the services ACN wishes to provide. This section addresses LMU as a preordering transaction, distinct from ACN ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering Loop Make-Up are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

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

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

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

2.9.1.5 ACN 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 ACN 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 ACN's ability to provide advanced data services over the ordered Loop type. Further, if ACN orders Loops that do not require a specific facility medium (i.e. copper only) or Loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible Loops) and that are not inventoried as advanced services Loops, the LMU information for such Loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. ACN is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

2.9.2.1 ACN may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop information from the mechanized LMUSI process, if ACN needs further Loop information in order to determine Loop service capability, ACN may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit B of this Attachment.

2.9.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG) utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, ACN may reserve up to ten Loop facilities. For a Manual LMUSI, ACN may reserve up to three Loop facilities.

2.9.3.2 ACN may reserve facilities for up to four (4) business days for each facility requested on a LMUSI from the time the LMU information is returned to ACN. During and prior to ACN placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If ACN does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

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

2.9.4 **Ordering of Other UNE Services**

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

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

Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

3 High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide ACN access to the high frequency spectrum of the local Loop as an unbundled network element only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.

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

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

3.1.4 BellSouth will provide Loop Modification to ACN on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (Central Office Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (Central Office Based) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at http://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this UNE offering are as set forth in Exhibit B of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If ACN requests that BellSouth modify a Loop longer than 18,000 ft. and such modification significantly degrades the voice services on the Loop, ACN shall pay for the Loop to be restored to its original state.

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

3.1.6 Only one competitive local exchange carrier (CLEC) shall be permitted access to the High Frequency Spectrum of any particular Loop.

3.2 **Provisioning of High Frequency Spectrum and Splitter Space**

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

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

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

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

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

3.3 **BellSouth Provided Splitter**

3.3.1 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide ACN access to data ports on the splitter. The splitter will route the

High Frequency Spectrum on the circuit to ACN's xDSL equipment in ACN's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide ACN with a carrier notification letter, informing ACN of change. ACN shall purchase ports on the splitter in increments of 8, 24, or 96 ports in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina. ACN shall purchase ports on the splitter in increments of 24 or 96 ports in Tennessee.

3.3.2 BellSouth will install the splitter in (i) a common area close to ACN's collocation area, if possible; or (ii) in a BellSouth relay rack as close to ACN's DS0 termination point as possible. ACN shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for ACN on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified ACN DS0 at such time that a ACN end user's service is established.

3.4 **CLEC Provided Splitter**

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

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

3.5 **Ordering**

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

3.5.2 BellSouth will provide ACN the Local Service Request (LSR) format to be used when ordering the High Frequency Spectrum.

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

3.5.4 BellSouth will provide ACN access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and ACN shall pay the rates for such services, as described in Exhibit B.

3.6 **Maintenance and Repair**

3.6.1 ACN shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If ACN is using a BellSouth owned splitter, ACN may access the Loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If ACN provides its own splitter, it may test from the collocation space or the Termination Point.

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

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

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

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

3.7 **Line Splitting**

3.7.1 General

3.7.2 Line splitting allows a provider of data services (a "Data LEC") and a provider of voice services (a "Voice CLEC") to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers. ACN shall provide BellSouth with a signed Letter of Authorization (LOA) between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if ACN will not provide voice and data services.

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

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

3.8 **Provisioning Line Splitting and Splitter Space**

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

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

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

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

3.9 Ordering

3.9.1 ACN shall use BellSouth's Line Splitter Ordering Document (LSOD) to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with Line Splitting.

3.9.2 BellSouth shall provide ACN the Local Service Request (LSR) format to be used when ordering Line Splitting service.

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

3.9.4 BellSouth will provide ACN access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and ACN shall pay the rates for such services as described in Exhibit B.

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

3.10 Maintenance

3.10.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. ACN will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.10.2 ACN shall inform its end users to direct data problems to ACN, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.10.3 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.

3.10.4 When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to owner of the collocation space, BellSouth will notify the owner of the collocation space. The owner of the collocation space will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event the CFA pair is changed, the owner of the collocation space will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair

changes, BellSouth may discontinue the owner of the collocation space access to the High Frequency Spectrum on such Loop.

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

3.11 Remote Site High Frequency Spectrum

3.11.1 General

3.11.2 BellSouth shall provide ACN access to the high frequency spectrum of the local sub-loop as an unbundled network element (UNE) only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.

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

3.11.4 Access to the High Frequency Spectrum requires an unloaded, 2-wire (Non-Designed) copper sub-loop. An unloaded copper sub-loop has no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

3.11.5 BellSouth will provide Loop Modification to ACN on an existing sub-loop in accordance with procedures developed in the Line Sharing Collaborative. Procedures for High Frequency Spectrum (Remote Site) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at http://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this UNE offering are as set forth in Exhibit B of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If ACN requests modifications on a sub-loop longer than 18,000 ft. and requested modifications significantly degrades the voice

services on the Loop, ACN shall pay for the Loop to be restored to its original state.

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

3.11.7 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular sub-loop.

3.12 **Provisioning of High Frequency Spectrum and Splitter Space**

3.12.1 BellSouth will provide ACN with access to the High Frequency Spectrum as follows:

3.12.1.1 To order High Frequency Spectrum on a particular sub-loop, ACN must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated at the remote site that serves the End User of such sub-loop.

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

3.12.1.3 Once a splitter is installed on behalf of ACN in a remote site in which ACN is located, ACN shall be entitled to order the High Frequency Spectrum on lines served out of that remote site. BellSouth will bill and ACN shall pay applicable for High Frequency Spectrum End User activation.

3.13 BellSouth Owned Splitter

3.13.1 BellSouth will select, purchase, install and maintain a splitter at the remote site. The ACN's meet point is at the BellSouth "cross connect" point located at the Feeder Distribution Interface (FDI). ACN will provide a cable facility to the

BellSouth FDI. BellSouth will splice the ACN's cable to BellSouth's spare binding post in the FDI and use "cross connects" to connect the ACN's cable facility to the BellSouth splitter. The splitter will route the high frequency portion of the circuit to the ACN's xDSL equipment in their collocation space. Access to the high frequency spectrum is not compatible with foreign exchange (FX) lines, ISDN, and other services listed in the technical section of this document.

3.13.2 The BellSouth splitter bifurcates the digital and voice band signals. The low frequency voice band portion of the circuit is routed back to the BellSouth switch. The high frequency digital traffic portion of the circuit is routed to the xDSL equipment in the ACN's Remote Terminal (RT) collocation space and routed back to the ACN's network. At least 30 business days before making a change in splitter suppliers, BellSouth will provide ACN with a carrier notification letter informing ACN of change. ACN shall purchase ports on the splitter in increments of 24 ports.

3.13.3 BellSouth will install the splitter in (i) a common area close to ACN's collocation area, if possible; or (ii) in a BellSouth relay rack as close to ACN's DS0 termination point as possible. ACN shall have access to the splitter for test purposes regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the remote site in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified ACN DS0 at such time that a ACN end user's service is established.

3.14 **CLEC Owned Splitter**

3.14.1 ACN may at its option purchase, install and maintain splitters in its collocation arrangements. ACN may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures shall apply. ACN will be required to activate cable pairs in no less than 8 (eight) pair increments.

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

3.15 **Ordering**

3.15.1 ACN shall use BellSouth's Remote Splitter Ordering Document (RSOD) to order and activate splitters from BellSouth or to activate CLEC owned splitters at an RT for use with High Frequency Spectrum.

3.15.2 BellSouth will provide ACN the Local Service Request (LSR) format to be used when ordering the High Frequency Spectrum.

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

3.15.4 BellSouth will provide ACN access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and ACN shall pay the rates for such services as described in Exhibit B.

3.15.5 BellSouth shall test the data portion of the sub-loop to ensure the continuity of the wiring for ACN's data.

3.16 **Maintenance and Repair**

3.16.1 <Customer_short_name> shall have access for repair and maintenance purposes to any sub-loop for which it has access to the High Frequency Spectrum. If ACN is using a BellSouth owned splitter, ACN may access the sub-loop at the point where the data signal exits. If ACN provides its own splitter, it may test from the collocation space or the Termination Point.

3.16.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. ACN will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.16.3 ACN shall inform its end users to direct data problems to ACN, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.16.4 Once a Party has isolated a trouble to the other Party's portion of the sub-loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the sub-loop.

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

4 Local Switching

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as

set forth in the Sections below to ACN for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to ACN for the provision of a telecommunications service only in the limited circumstance described below in Section 4.5.

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

4.2.1 Local circuit switching capability is defined as: (A) line-side facilities, which include but are not limited to the connection between a Loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include but are not limited to the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) switching provided by remote switching modules; and (D) all features, functions, and capabilities of the switch, which include but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch. Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

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

4.2.3 In the event that ACN orders local circuit switching for an end user with four (4) or more DS0 equivalent lines within Density Zone 1 in an MSA listed above, BellSouth shall charge ACN the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities. If a market rate is not set forth in Exhibit B, such rate shall be negotiated by the Parties.

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

4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to ACN's end user local calling and the ability to

presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

4.2.6 Provided that ACN purchases unbundled local switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its end users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a ACN local end user, or originated by a BellSouth local end user and terminated to a ACN local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a Party other than BellSouth). For such calls, BellSouth will charge ACN the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and ACN shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

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

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

4.2.9 **Unbundled Port Features**

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

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

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

4.2.9.4 BellSouth will provide to ACN selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing

requests by ACN will be made pursuant to the BFR/NBR Process as set forth in Attachment 11.

4.2.10 **Remote Call Forwarding**

4.2.10.1 As an option, BellSouth shall make available to ACN an unbundled port with Remote Call Forwarding capability (URCF service). URCF service combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, ACN will ensure that the following conditions are satisfied:

4.2.10.1.1 That the end user of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such end user is different from the URCF service end user);

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

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

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

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

4.2.11 **Provision for Local Switching**

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

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

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

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

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

4.2.12 **Local Switching Interfaces.**

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

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

4.2.12.1.2 Coin phone signaling;

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

4.2.12.1.4 Two-wire analog interface to PBX;

4.2.12.1.5 Four-wire analog interface to PBX;

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

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

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

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

4.3 **Tandem Switching**

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

4.3.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of ACN. AIN Selective Carrier Routing will provide ACN with the capability of routing operator

calls, 0+ and 0- and 0+ NPA (Local Numbering Plan Area) (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

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

4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.

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

4.4.5 Upon ordering AIN Selective Carrier Routing Regional Service, ACN shall remit to BellSouth the Regional Service Order nonrecurring charges set forth in Exhibit B of this Attachment. There shall be a nonrecurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said nonrecurring charge shall be as set forth in Exhibit B of this Attachment. For each ACN end user activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit B of this Attachment. ACN shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B of this Attachment.

4.4.6 This Regional Service Order nonrecurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to ACN's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to ACN, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

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

4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The nonrecurring End-User

Establishment Charges will be billed to ACN following BellSouth's normal monthly billing cycle for this type of order.

4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to ACN following the normal billing cycle for per query charges.

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

4.5 **Packet Switching Capability**

4.5.1 The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

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

4.5.2.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the feeder section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

4.5.2.2 There are no spare copper Loops capable of supporting the xDSL services ACN seeks to offer;

4.5.2.3 BellSouth has not permitted ACN to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has ACN obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and

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

4.5.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 10 of the General Terms and Conditions of this Agreement incorporated herein by this reference.

5 Unbundled Network Element Combinations

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

5.2 Enhanced Extended Links (EELs)

5.2.1 EELs are combinations of unbundled Loops as defined in Section 2 and unbundled dedicated transport as defined in Section 6. BellSouth shall provide ACN with EELs where they are available.

5.2.2 EELs are intended to provide service connectivity from an end user's location through that end user's SWC to ACN's collocation space in a BellSouth central office. The circuit must be connected to ACN's switch for the purpose of provisioning circuit telephone exchange service to ACN's End User customers. ACN may connect EELs within ACN's collocation space to other transport terminating into ACN's switch. ACN may connect the local loops to an unbundled local channel to form an EEL provided that the entire EEL circuit meets the criteria set forth in Section 5.3.1.3 below. Provided that the entire EEL circuit meets the criteria set forth in Section 5.3.1.3 below, the circuit may, upon ACN's request, terminate to a CLEC's Point of Presence (POP). ACN will provide a significant amount of local exchange service over the requested combination, as described in Section 5.3.1 et seq. below. Upon BellSouth's request, ACN shall indicate under what local usage option ACN seeks to qualify. ACN shall be deemed to be providing a significant amount of local exchange service over the requested combination if one of the options listed in Section 5.3.1.1 through 5.3.1.3 is met. BellSouth shall have the right to audit ACN's EELs as specified in Section 5.3.3 below.

5.3 Conversions from Special Access Service to EELs

5.3.1 ACN may convert existing (Currently Combined) special access services to combinations of Loop and transport network elements, whether or not ACN self-provides its entrance facilities (or obtains entrance facilities from a third party), unless ACN does not use the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent ACN requests to convert any special access services to combinations of Loop and transport network elements at UNE prices, ACN shall provide to BellSouth a certification that ACN is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification shall also indicate under what local usage option ACN seeks to qualify for conversion of special access circuits. ACN shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the

following options is met:

5.3.1.1 **Option 1:** ACN certifies that it is the exclusive provider of an end user's local exchange service. The Loop-transport combinations must terminate at ACN's collocation arrangement in at least one BellSouth central office. This option does not allow Loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, ACN is the end user's only local service provider, and thus is providing more than a significant amount of local exchange service. ACN can then use the Loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.3.1.2 **Option 2:** ACN certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the Loop portion of the Loop-transport combination have at least 5 percent local voice traffic individually, and the entire Loop facility has at least 10 percent local voice traffic. When a Loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. The Loop-transport combination must terminate at ACN's collocation arrangement in at least one BellSouth central office. This option does not allow Loop-transport combinations to be connected to BellSouth tariffed services; or

5.3.1.3 **Option 3:** ACN certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least 50 percent of the traffic on each of these local dial tone channels is local voice traffic, and that the entire Loop facility has at least 33 percent local voice traffic. When a Loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. This option does not allow Loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. ACN does not need to provide a defined portion of the end user's local service, but the active channels on any Loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

5.3.2 In addition, there may be extraordinary circumstances where ACN is providing a significant amount of local exchange service but does not qualify under any of the three options set forth in Section 5.3.1 et seq. In such case, ACN may petition the FCC for a waiver of the local usage options set forth above. If a waiver is granted, then upon either Party's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary

circumstance.

5.3.3 BellSouth may, at its sole discretion, audit ACN's records in order to verify compliance with the local usage option provided by ACN pursuant to Section 5.3.1. The audit shall be conducted by a third party independent auditor, and ACN shall be given thirty days written notice of BellSouth's intent to audit. Such audit shall occur no more than one time in a calendar year unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, ACN shall reimburse BellSouth for the cost of the audit. If, based on the audit, ACN is not providing a significant amount of local exchange traffic over the combinations of Loop and transport network elements, BellSouth will convert such combinations of Loop and transport network elements to special access services in accordance with BellSouth's tariffs and will bill ACN for appropriate retroactive reimbursement. If the Parties disagree as to whether the audits indicate that ACN is not providing a significant amount of local exchange traffic, the dispute will be resolved according to the dispute resolution process set forth in Section 10 of the General Terms and Conditions of this Agreement.
In the event ACN converts special access circuits to combinations of Loop and transport UNEs pursuant to the terms of this Section, ACN shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.4 Rates

5.4.1 Currently Combined EELs listed below in Sections 5.4.1.1-5.4.1.14 shall be billed at the nonrecurring switch-as-is charge and recurring charges for that combination as set forth in Exhibit B of this Attachment. Currently Combined EELs not listed below shall be billed at the sum of the recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B of this Attachment and a nonrecurring switch-as-is charge as set forth in Exhibit B of this Attachment.

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

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

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

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

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

5.4.1.6 DS1 Interoffice Channel + DS1 Local Loop

5.4.1.7 DS3 Interoffice Channel + DS3 Local Loop

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

5.4.1.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

5.4.1.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.4.1.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.4.1.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.4.1.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.4.2 Ordinarily Combined EELs listed above shall be billed the sum of the nonrecurring and recurring charges for that combination as set forth in Exhibit B of this Attachment. Ordinarily combined EELs not listed in Sections 5.4.1.1-5.4.1.14 shall be billed the sum of the nonrecurring charges and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B of this Attachment.

5.4.3 To the extent that ACN requests an EEL combination Not Typically Combined in the BellSouth network, the rates, terms and conditions shall be determined pursuant to the Bona Fide Request Process.

5.5 UNE Port/Loop Combinations

5.5.1 Combinations of port and Loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the

origination or termination of calls. Port/ Loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

5.5.2 Except as set forth in Section 5.5.3 below, BellSouth shall provide UNE port/Loop combinations described in Section 5.5.5 below that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit B. Except as set forth in Section 5.5.3 below, BellSouth shall provide UNE port/Loop combinations not described in Section 5.5.5 below or Not Typically Combined Combinations in accordance with the Bona Fide Request process.

5.5.3 BellSouth is not required to provide combinations of port and Loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

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

5.5.3.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and Loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit B. If a market rate is not set forth in Exhibit B for a UNE port/Loop combination, such rate shall be negotiated by the Parties.

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

5.5.5 Combination Offerings

5.5.5.1 2-wire voice grade port, voice grade Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.5.2 2-wire voice grade Coin port, voice grade Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.5.3 2-wire voice grade DID port, voice grade Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.5.4 2-wire CENTREX port, voice grade Loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.5.5 2-wire ISDN Basic Rate Interface, voice grade Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.5.6 4-wire ISDN Primary Rate Interface, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.5.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6 **Other UNE Combinations**

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

5.6.2 Rates

5.6.3 The rates for Ordinarily Combined UNE Combinations provisioned pursuant to this Section 5.6 shall be the sum of the recurring rates and nonrecurring rates for the individual network elements as set forth in Exhibit B of this Attachment. The rates for Currently Combined UNE Combinations provisioned pursuant to this Section 5.6 shall be the sum of the recurring rates for the individual network elements as set forth in Exhibit B, in addition to a nonrecurring charge set forth in Exhibit B. To the extent ACN requests a Not Typically Combined Combination pursuant to this Section 5.6, or to the extent ACN requests any combination for which BellSouth has not developed methods and procedures to provide such

combination, rates and/or methods and procedures for such combination shall be established pursuant to the BFR/NBR process.

6 Transport, Channelization and Dark Fiber

6.1 Transport

6.1.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to ACN for the provision of a telecommunications service. Interoffice transmission facility network elements include:

6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and ACN.

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

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

6.1.2 BellSouth shall:

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

6.1.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities of the transport facility for the provision of telecommunications services;

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

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

6.1.3 Technical Requirements of Common (Shared) Transport

6.1.3.1 Common (Shared) Transport provided on DS1, DS3, and STS-1 circuits shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office (CO to CO) connections in the applicable industry standards.

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

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

6.2 **Dedicated Transport**

6.2.1 Dedicated Transport is composed of the following Unbundled Network Elements:

6.2.1.1 Unbundled Local Channel, defined as the dedicated transmission path between ACN's Point of Presence (POP) and ACN's collocation space in the BellSouth Serving Wire Center for ACN's POP, and

6.2.1.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

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

6.2.1.3.1 As capacity on a shared UNE facility.

6.2.1.3.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to ACN.

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

6.2.2 Technical Requirements

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

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

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

6.2.2.3.1 DS0 Equivalent;

6.2.2.3.2 DS1;

6.2.2.3.3 DS3; and

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

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

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

6.2.2.6 BellSouth Technical References:

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

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

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

6.3 **Unbundled Channelization (Multiplexing)**

6.3.1 Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Unbundled Network Element (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, ACN may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

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

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

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

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

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

6.3.3 Technical Requirements

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

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

6.4 Dark Fiber Transport

6.4.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics. Dark Fiber Transport is offered in two configurations: Interoffice Channel, between ACN's collocation arrangement within the POP serving wire center and the end user service wire center and Local Channel, from ACN's POP to ACN's collocation arrangement in the POP serving wire center. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for ACN to utilize Dark Fiber Transport.

6.4.2 Requirements

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

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

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

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

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

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

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

8 Line Information Database (LIDB)

8.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, ACN must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The

interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2 Technical Requirements

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

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

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

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

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

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

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

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

8.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of ACN customer records will be missing from LIDB, as measured by ACN audits. BellSouth will audit ACN records in LIDB against DBAS to identify record mismatches and provide this data to a designated ACN contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to ACN within one business day of audit. Once reconciled records are received back from ACN, BellSouth will update LIDB the same business day if less than 500 records are received before

1:00PM Central Time. If more than 500 records are received, BellSouth will contact ACN to negotiate a time frame for the updates, not to exceed three business days.

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

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

8.2.12 BellSouth shall prevent any access to or use of ACN data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by ACN in writing.

8.2.13 BellSouth shall provide ACN performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by ACN at least at parity with BellSouth Customer Data. BellSouth shall obtain from ACN the screening information associated with LIDB Data Screening of ACN data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to ACN under the BFR/NBR process as set forth in Attachment 11.

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

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

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

8.3 Interface Requirements

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

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

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

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

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

9 Signaling

9.1 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.

9.2 Signaling Link Transport

9.2.1 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between ACN-designated Signaling Points of Interconnection that provide appropriate physical diversity.

9.2.2 Technical Requirements

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

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

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

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

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

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

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

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

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

9.2.5 Interface Requirements

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

9.3 **Signaling Transfer Points (STPs)**

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

9.3.2 Technical Requirements

9.3.2.1 Signaling Transfer Point s shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Point also provide access to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.

9.3.2.2 The connectivity provided by Signaling Transfer Points 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.

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

Editing) between ACN local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

9.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a ACN or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a ACN database, then ACN agrees to provide BellSouth with the Destination Point Code for ACN database.

9.3.2.5 STPs shall provide all functions of the 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).

9.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a ACN 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.

9.4 SS7 Advanced Intelligent Network (AIN) Access

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

9.4.2 SS7 AIN Access shall provide ACN SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and ACN SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the ACN SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

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

9.4.3.1.1 An A-link interface from ACN local switching systems; and,

9.4.3.1.2 A B-link interface from ACN local STPs.

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

9.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

9.4.3.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection 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.

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

9.4.4 Message Screening

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

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

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

9.5 **Service Control Points/Databases**

9.5.1 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.

9.5.2 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.

9.5.3 Technical Requirements for SCPs/Databases

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

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

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

9.6 **Local Number Portability Database**

9.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

9.7 **SS7 Network Interconnection**

9.7.1 SS7 Network Interconnection is the interconnection of ACN local signaling transfer point switches or ACN local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, ACN local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

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

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

9.7.4 SS7 Network Interconnection shall provide:

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

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

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

9.7.5 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 Global Title Translation (GTT) and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a ACN local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of ACN local STPs and shall not include SCCP Subsystem Management of the destination.

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

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

9.7.8 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.

9.7.9 Interface Requirements

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

9.7.9.1.1 A-link interface from ACN local or tandem switching systems; and

9.7.9.1.2 B-link interface from ACN STPs.

9.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There

shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

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

9.7.9.4 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.

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

10 Operator Services (Operator Call Processing and Directory Assistance)

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

10.1.1 Upon request for BellSouth OCP, BellSouth shall:

10.1.2 Process 0+ and 0- dialed local calls.

10.1.3 Process 0+ and 0- intraLATA toll calls.

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

10.1.5 Process person-to-person calls.

10.1.6 Process collect calls.

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

10.1.8 Process station-to-station calls.

10.1.9 Process Busy Line Verify and Emergency Line Interrupt requests.

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

10.1.11 Process operator-assisted directory assistance calls.

10.1.12 Adhere to equal access requirements, providing ACN local end users the same IXC access as provided to BellSouth end users.

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

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

10.1.15 Direct customer account and other similar inquiries to the customer service center designated by ACN.

10.1.16 Provide call records to ACN in accordance with ODUF standards specified in Attachment 7.

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

10.2 **Directory Assistance Service**

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

10.2.2 DA Service shall provide up to two listing requests per call. If available and if requested by ACN's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.

10.3 DA Service Updates

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

10.3.2 New end user connections;

10.3.3 End user disconnections;

10.3.4 End user address changes.

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

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

10.4.1 BellSouth's branding feature provides a definable announcement to ACN end users using DA/OCP prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows ACN to have its calls custom branded with ACN's name on whose behalf BellSouth is providing DA and/or OCP. Rates for the branding features are set forth in this Attachment.

10.4.2 BellSouth offers three branding offering options to ACN when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.

10.4.3 Upon receipt of the custom branding order from ACN, the order is considered firm after ten business days. Should ACN decide to cancel the order, written notification to ACN's Local Contract Manager is required. If ACN decides to cancel after ten business days from receipt of the custom branding order, ACN shall pay all charges per the order.

10.4.4 **UNE Provider Branding via Originating Line Number Screening (OLNS)**

10.4.4.1 BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, ACN shall not be required to purchase dedicated trunking.

10.4.4.2 BellSouth Branding is the default branding offering.

10.4.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, ACN must have its Operating Company Number (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, ACN must submit a manual order form which requires, among other things, ACN's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. ACN shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon ACN's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all ACN end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

10.4.4.4 Rates for Unbranding and Custom Branding via OLNS software for DA and for OCP are as set forth in this Attachment. In addition to the charges for Unbranding and Custom Branding via OLNS software, ACN shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's DA and OCP platforms as set forth in this Attachment. Further, where ACN is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

10.4.5 **Facilities Based Carrier Branding**

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

10.4.5.2 Unbranding is the default branding offering.

10.4.5.3 Rates for Custom Branded OCP/DA are set forth in this Attachment.

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

10.4.6.1 Where ACN purchases unbundled local switching from BellSouth and utilizes an Operator Services Provider other than BellSouth, BellSouth will route ACN's end user calls to that provider through Selective Call Routing.

10.4.6.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for ACN 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.

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

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

10.4.6.5 BellSouth Branding is the default branding offering.

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

10.4.6.7 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by ACN to the BellSouth TOPS. These calls are routed to "No Announcement."

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

10.4.7 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 ACN requires service.

10.4.7.1 Directory Assistance customized branding uses:

10.4.7.2 the recording of ACN;

10.4.7.3 the loading of the recording in each switch.

10.4.7.4 Operator Call Processing customized branding uses:

10.4.7.5 the recording of ACN;

10.4.7.6 the loading of the recording in each switch (North Carolina);

10.4.7.7 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

10.5 **Directory Assistance Database Service (DADS)**

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to ACN end users. The term "end user" denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). ACN agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. For the purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, ACN agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.

10.5.2 BellSouth shall initially provide ACN with a Base File of subscriber listings via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office

requested. BellSouth will require approximately 30-45 days after receiving an order from ACN to prepare the Base File.

10.5.3 BellSouth will provide updates on either a daily or weekly basis reflecting all listing change activity occurring since ACN's previous update. Delivery of updates will commence immediately after ACN receives the Base File. Updates will be provided via magnetic tape unless BellSouth and ACN mutually develop CONNECT: Direct ™ electronic connectivity. ACN will pay all costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

10.5.4 ACN authorizes the inclusion of ACN Directory Assistance listings in the BellSouth Directory Assistance products including but not limited to DADS. Any other use is not authorized.

10.6 **Direct Access to Directory Assistance Service**

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide ACN's directory assistance operators with the ability to search, using a standard directory assistance search format, the same listing information that is available to BellSouth operators including all available BellSouth subscriber listings, all available listings associated with lines resold by competitive local exchange carriers, and all available listings associated with lines provisioned by local exchange carriers that provide their listings to BellSouth. DADAS will also provide ACN with the ability to search all listings BellSouth obtains from sources other than the provider of the local exchange lines associated with the listings. The search format will be provided to ACN by BellSouth upon subscription to the service. Subscription to DADAS requires that ACN utilize its own switch, operator workstations, directory assistance operators, transport facilities, and optional audio subsystems.

10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC Tariff No. 1.

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

11.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

11.2 Technical Requirements

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

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

12 Calling Name (CNAM) Database Service

12.1 CNAM is the ability to associate a name with the calling party number, allowing the end user (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides ACN the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

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

12.3 BellSouth's provision of CNAM Database Services to ACN requires interconnection from ACN to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.

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

12.5 If ACN elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that ACN desires to query.

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

12.7 The mechanism to be used by ACN for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be

provided by ACN in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of ACN to provide accurate information to BellSouth on a current basis.

12.8 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

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

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

13.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide ACN the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

13.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to ACN. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.

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

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

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

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

14 Basic 911 and E911

14.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

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

14.3 E911 Service Provisioning. ACN shall install a minimum of two dedicated trunks originating from the ACN serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. ACN will be required to provide BellSouth daily updates to the E911 database. ACN 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, ACN will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point (PSAP). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. ACN shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

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

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

14.6 The detailed practices and procedures for 911/E911 services are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

15 Operational Support Systems (OSS)

15.1 BellSouth has developed and made available the following electronic interfaces by which ACN may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange

TAG Telecommunications Access Gateway

15.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Rate Exhibit B of this Attachment 2.

15.3 Denial/Restoral OSS Charge

15.3.1 In the event ACN 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.

15.4 Cancellation OSS Charge

15.4.1 ACN will incur an OSS charge for an accepted LSR that is later canceled.

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

15.6 Network Elements and Other Services Manual Additive

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

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB)

FACILITIES BASED STORAGE AGREEMENT

I. Definitions

A. Billing number - a number that ACN creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten-digit number that identifies a telephone line administered by ACN.

C. Special billing number - a ten-digit number that identifies a billing account established by ACN.

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

E. PIN number - a four-digit security code assigned by ACN 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 ACN.

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, Calling Card number and toll billing exception indicator provided to BellSouth by ACN.

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

K. GetData – 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.

L. 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 ACN for originating line numbers.

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 ACN and pursuant to which BellSouth, its LIDB customers and ACN shall have access to such information. In addition, this Agreement sets forth the terms and conditions for ACN's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. ACN 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 ACN, 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 Interconnection Agreement upon notice to ACN's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

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

1. Billed Number Screening

   BellSouth is authorized to use the billing number information to determine whether ACN 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 and services restrictions, station type, and Account Owner on the lines of ACN 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 ACN 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 ACN of fraud alerts so that ACN 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 ACN pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to ACN 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 clearinghouses and as such these billing and collection customers (B&C Customers) query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate ACN's data from BellSouth's data, the following terms and conditions shall apply:

1. BellSouth will identify ACN's end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement with interexchange carriers for handling of long distance charges by their end users.

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

IV. Fees for Service and Taxes

A. ACN will not be charged a fee for storage services provided by BellSouth to ACN as described in this LIDB Facilities Based 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 ACN in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
	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 Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Manual Service Order Charge, per LSR, Disconnect Only (FL)				SOMAN				1.83							
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57		11.90				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57		11.90				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57		11.90				
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83				11.90				
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		48.65					11.90				
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.95					11.90				
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94				11.90				
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49									
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00									

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02									
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	7.69	44.98	20.90	19.65	5.09		11.90				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	10.92	44.98	20.90	19.65	5.09		11.90				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	19.38	44.98	20.90	19.65	5.09		11.90				
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83				11.90				
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00									
		Unbundled Copper Loop, Non-Design Cooper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49					11.90				
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		48.65					11.90				
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.95					11.90				
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43				11.90				
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		11.90				
		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		11.90				
		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		11.90				
		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		11.90				
		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		11.90				
		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		11.90				
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		11.90				
		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		11.90				
		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		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.24	135.75	82.47	63.53	12.01		11.90				
		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		11.90				
		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		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35				11.90				
		Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10				11.90				
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	18.89	167.86	115.15	67.08	15.56		11.90				
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56		11.90				
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35				11.90				
	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		11.90				
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71		11.90				
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71		11.90				
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23.02									

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.61	44.15				11.90				
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	19.28	147.69	94.41	62.23	10.71		11.90				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	27.40	147.69	94.41	62.23	10.71		11.90				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	48.62	147.69	94.41	62.23	10.71		11.90				
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.61	44.15				11.90				
	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		11.90				
	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		11.90				
	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		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12		11.90				
	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		11.90				
	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		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.19	40.39				11.90				
	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		11.90				
	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		11.90				
	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		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12		11.90				
	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		11.90				
	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		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39				11.90				
	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		11.90				
	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		11.90				
	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		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22		11.90				
	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		11.90				
	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		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39				11.90				
	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		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53		11.90				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178.39	313.75	181.48	61.22	13.53		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.07	43.04				11.90				
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.11	49.74				11.90				
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63		11.90				
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63		11.90				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12		11.90				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12		11.90				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12		11.90				
		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	17.42	148.50	102.82	75.05	15.63		11.90				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	24.76	148.50	102.82	75.05	15.63		11.90				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	43.94	148.50	102.82	75.05	15.63		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	17.42	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	24.76	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	43.94	123.81	70.09	60.64	9.12		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)			UCL	UREWO		97.21	42.47				11.90				
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73		11.90				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73		11.90				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22		11.90				
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22		11.90				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	31.10	177.87	132.76	77.15	17.73		11.90				
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	44.20	177.87	132.76	77.15	17.73		11.90				
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	78.42	177.87	132.76	77.15	17.73		11.90				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	31.10	153.18	100.03	62.74	11.22		11.90				
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	44.20	153.18	100.03	62.74	11.22		11.90				
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	78.42	153.18	100.03	62.74	11.22		11.90				
	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				11.90				
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00				11.90				
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		343.12	343.12				11.90				
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL, UEA	ULM4L		0.00	0.00				11.90				
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		343.12	343.12				11.90				
	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				11.90				
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		487.23					11.90				
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		6.25					11.90				
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		169.25					11.90				
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		38.65					11.90				
	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		11.90				
	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		11.90				
	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		11.90				
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		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		11.90				
	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		11.90				
	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		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00									
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	3.96	51.84	13.44	47.50	5.26		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00									
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	9.37	55.91	17.51	49.71	6.60		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00									
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26		11.90				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26		11.90				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00									
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60		11.90				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60		11.90				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00									
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4572	18.02					11.90				
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71.49	48.87				11.90				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113.89	89.07				11.90				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63				11.90				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63				11.90				
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		487.23					11.90				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		6.25	6.25				11.90				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		522.41	11.32				11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	6.41	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	9.10	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	16.15	92.75	51.24	58.45	13.07		11.90				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		23.02									
		Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	6.41	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	9.10	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	16.15	92.75	51.24	58.45	13.07		11.90				
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	6.41	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	9.10	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	16.15	92.75	51.24	58.45	13.07		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	12.47	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	17.73	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	31.45	106.92	64.46	63.54	14.83		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23.02									
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	12.47	106.92	64.46	63.54	14.83		11.90				
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	17.73	106.92	64.46	63.54	14.83		11.90				
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	31.45	106.92	64.46	63.54	14.83		11.90				
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23.02									
	Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	14.83	109.71	66.68	60.21	12.49		11.90				
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.07	109.71	66.68	60.21	12.49		11.90				
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	37.39	109.71	66.68	60.21	12.49		11.90				
	Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		23.02									
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	14.83	109.71	66.68	60.21	12.49		11.90				
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	21.07	109.71	66.68	60.21	12.49		11.90				
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	37.39	109.71	66.68	60.21	12.49		11.90				
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	42.59	133.77	78.02	85.16	21.21		11.90				
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	60.53	133.77	78.02	85.16	21.21		11.90				
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	107.39	133.77	78.02	85.16	21.21		11.90				
	Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		23.02									
	Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	3.76	85.27	42.24	58.54	10.82		11.90				
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	5.35	85.27	42.24	58.54	10.82		11.90				
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	9.49	85.27	42.24	58.54	10.82		11.90				
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23.02									
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	7.32	99.66	57.20	60.98	12.28		11.90				
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	10.40	99.66	57.20	60.98	12.28		11.90				
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	18.46	99.66	57.20	60.98	12.28		11.90				
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23.02									
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	14.48	100.62	58.16	63.54	14.83		11.90				
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	20.59	100.62	58.16	63.54	14.83		11.90				
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	36.53	100.62	58.16	63.54	14.83		11.90				
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	14.48	100.62	58.16	63.54	14.83		11.90				
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	20.59	100.62	58.16	63.54	14.83		11.90				
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	36.53	100.62	58.16	63.54	14.83		11.90				
	Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		23.02									
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	14.48	100.62	58.16	63.54	14.83		11.90				
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	20.59	100.62	58.16	63.54	14.83		11.90				
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	36.53	100.62	58.16	63.54	14.83		11.90				
	Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		23.02									
SUB-LOOPS																	
	Sub-Loop Feeder																
	Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	15.69											
	Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	347.59	3,402.59	407.15	166.83	94.58		11.90				
	Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	15.69											
	Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	402.09	3,402.59	407.15	166.83	94.58		11.90				
UNBUNDLED LOOP CONCENTRATION																	
	Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	449.49	359.42	359.42				11.90				
	Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	53.44	149.76	149.76				11.90				
	Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	487.33	359.42	359.42				11.90				
	Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	90.05	149.76	149.76				11.90				
	Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5.04	71.70	51.52	18.49	4.82		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.00	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.00	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.00	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.90	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.10	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	34.68	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.51	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.51	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.51	16.59	16.50	6.77	6.73		11.90				
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: minimum billing period of three months for DS3/STS-1 Local Loop																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.92										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84		11.90				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.92										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84		11.90			1.83	
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								
HIGH FREQUENCY SPECTRUM																	
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity - True up pending approval by PSC	R		ULS	ULSDA	119.72	379.13	0.00	347.90	0.00		11.90				
		Line Sharing Splitter, per System 24 Line Capacity - True up pending approval by PSC	R		ULS	ULSDB	29.93	379.13	0.00	347.90	0.00		11.90				
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	8.33	379.13	0.00	347.90	0.00		11.90				
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		173.66	0.00	97.42	0.00		11.90				
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Line Sharing - per Line Activation -(BST Owned Splitter)			ULS	ULSDC	0.61	29.68	21.28	19.57	9.61		11.90				
	Line Sharing - per Subsequent Activity per Line Rearrangement - True up pending approval by PSC(BST Owned Splitter)	R		ULS	ULSDS		21.68	16.44				11.90				
	Line Sharing - per Subsequent Activity per Line Rearrangement - True up pending approval by PSC(DLEC Owned Splitter)	R		ULS	ULSCS		21.68	16.44				11.90				
	Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.67	12.74		11.90				
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61		11.90				
	Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61		11.90				
REMOTE SITE HIGH FREQUENCY SPECTRUM																
SPLITTERS-REMOTE SITE																
	Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	46.07	114.81	0.00	86.20	0.00		11.90				
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS and deactivation	I		ULS	ULSTG		95.64	0.00	69.19	0.00		11.90				
END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																
	Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	40.00	22.00	19.57	9.61		11.90				
	RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	40.00	22.00	19.57	9.61		11.90				
	Remote Site Line Share Subsequent Activity-RS BST Owned Splitter	I		ULS	ULSRS		49.15	17.83				11.90				
	Remote Site Line Share Subsequent Activity-RS CLEC Owned Splitter	I		ULS	ULSTS		49.15	17.83				11.90				
UNBUNDLED DEDICATED TRANSPORT																
NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03		11.90				
	Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	25.32	47.35	31.78	18.31	7.03		11.90				
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03		11.90				
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03		11.90				
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03		11.90				
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05		11.90				
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
													Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.87										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56		11.90				
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period = below DS3=one month, DS3/STS-1=four months															
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1		1	ULDVX	ULDV2	19.66	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2		2	ULDVX	ULDV2	27.94	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	UNDVX	ULDV2	49.58	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 1		1	ULDVX	ULDR2	19.66	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 2		2	ULDVX	ULDR2	27.94	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 3		3	ULDVX	ULDR2	49.58	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	ULDVX	ULDV4	20.45	266.54	47.67	44.22	5.33		11.90				
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	ULDVX	ULDV4	29.06	266.54	47.67	44.22	5.33		11.90				
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	ULDVX	ULDV4	51.56	266.54	47.67	44.22	5.33		11.90				
	Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	36.49	216.65	183.54	24.30	16.95		11.90				
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	51.85	216.65	183.54	24.30	16.95		11.90				
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	92.00	216.65	183.54	24.30	16.95		11.90				
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	8.50										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	531.91	556.37	343.01	139.13	96.84		11.90				
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	8.50										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	540.69	556.37	343.01	139.13	96.84		11.90				
DARK FIBER																
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	55.04										
	NRC Dark Fiber - Local Channel			UDF	UDFC4		751.34	193.88				11.90				
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	26.85										
	NRC Dark Fiber - Interoffice Channel			UDF	UDF14		751.34	193.88				11.90				
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	55.04										
	NRC Dark Fiber - Local Loop			UDF	UDFL4		751.34	193.88				11.90				
8XX ACCESS TEN DIGIT SCREENING																
	8XX Access Ten Digit Screening, Per Call			OHD		0.0006252										
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4.15	0.70				11.90				
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			8.78	1.18	5.77	0.70		11.90				
	8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		8.78	1.18	5.77	0.70		11.90				
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.15	2.07				11.90				
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		4.85	2.78				11.90				
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		4.85	0.70				11.90				
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.15	4.15				11.90				
	8XX Access Ten Digit Screening, w/ 8FL No. Delivery, per query			OHD		0.0006252										
	8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query			OHD		0.0006252										
LINE INFORMATION DATA BASE ACCESS (LIDB)																
	LIDB Common Transport Per Query			OQT		0.0000203										
	LIDB Validation Per Query			OQU		0.0136959										
	LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		55.13	55.13	55.13	55.13		11.90				
SIGNALING (CCS7)																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000607										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31		11.90				
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31		11.90				
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000152										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03		11.90				
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 1					21.94	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 2					29.62	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 3					57.22	265.84	46.97	37.63	4.00		11.90				
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0091										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					25.32	47.35	31.78	18.31	7.03		11.90				
		Local Channel - Dedicated - DS1 - Zone 1					35.28	216.65	183.54	21.47	19.05		11.90				
		Local Channel - Dedicated - DS1 - Zone 2					47.63	216.65	183.54	21.47	19.05		11.90				
		Local Channel - Dedicated - DS1 - Zone 3					92.01	216.65	183.54	21.47	19.05		11.90				
		Interoffice Transport - Dedicated - DS1 Per Mile					0.1856										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					88.44	105.54	98.47	21.47	19.05		11.90				
CALLING NAME (CNAM) SERVICE																	
		CNAM For DB Owners - Service Establishment			OQV			25.35	25.35	19.01	19.01		11.90				
		CNAM For Non DB Owners - Service Establishment			OQV			25.35	25.35	19.01	19.01		11.90				
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			1,592.00	1,177.00	352.36	259.09		11.90				
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			546.51	393.82	358.06	259.09		11.90				
		CNAM for DB Owners, Per Query			OQV		0.001024										
		CNAM for Non DB Owners, Per Query			OQV		0.001024										
LNP Query Service																	
		LNP Charge Per query			OQV		0.000852										
		LNP Service Establishment Manual						13.83	13.83	12.71	12.71		11.90				
		LNP Service Provisioning with Point Code Establishment						655.50	334.88	297.03	218.40		11.90				
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Call					1.00										
		Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95										
BRANDING - OPERATOR CALL PROCESSING																	
	Facility based CLEC																
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				11.90				
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN				CBAOL		500.00	500.00				11.90				
	UNEP CLEC																
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00				11.90				
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00				11.90				
	Unbranding via OLNS for UNEP CLEC																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00				11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE ACCESS SERVICE															
	Directory Assistance Access Service Calls, Charge Per Call					0.275										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)															
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)															
	Directory Assistance Data Base Service Charge Per Listing					0.04										
	Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																
	Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		3,000.00	3,000.00				11.90				
	Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC		1,170.00	1,170.00				11.90				
	UNEP CLEC															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00				11.90				
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00				11.90				
	Unbranding via OLNS for UNEP CLEC															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00				11.90				
	Loading of DA per Switch per OCN						16.00	16.00				11.90				
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		93.55	93.55	12.71	12.71		11.90				
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0502	11.57					11.90				
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		11.90				
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment			SRC	SRCEC		193,444.00		7,737.00			11.90				
	End Office Establishment			SRC	SRCEO		187.36	187.36	0.69	0.69		11.90				
	Query NRC, per query			SRC		0.0031868										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		43.56	43.56	44.93	44.93		11.90				
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8.64	8.64	10.03	10.03		11.90				
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8.64	8.64	10.03	10.03		11.90				
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		38.66	38.66	29.88	29.88		11.90				
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75.10	75.10	12.93	12.93		11.90				
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0028										
	AIN SMS Access Service - Session, Per Minute					0.7809										
	AIN SMS Access Service - Company Performed Session, Per Minute					0.4609										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43.56	43.56	44.93	44.93		11.90				
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,439.00	8,439.00				11.90				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		8.64	8.64	10.03	10.03		11.90				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8.64	8.64	10.03	10.03		11.90				

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		8.64	8.64	10.03	10.03		11.90				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		38.06	38.06	15.86	15.86		11.90				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		38.06	38.06	15.86	15.86		11.90				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		38.06	38.06	15.86	15.86		11.90				
	AIN Toolkit Service - Query Charge, Per Query					0.0535927										
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0063698										
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.06										
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	8.34	8.64	8.64	6.08	6.08		11.90				
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.73	9.56	9.56				11.90				
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	4.73	8.64	8.64	6.08	6.08		11.90				
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.12	9.56	9.56				11.90				
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for EELs 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 EELs provisioned as ' Currently Combined' Network Elements.																
	NOTE: Minimum billing is one month for DS1 and below and three months above DS1 services.																
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81		11.90				
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81		11.90				
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81		11.90				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1856										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
	DS1 Channelization System Per Month			UNC1X	MQ1	146.77	51.83	10.75				11.90				
	Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	1.38	12.16	8.77	6.71	4.84		11.90				
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81		11.90				
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81		11.90				
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81		11.90				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	12.16	8.77	6.71	4.84		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81		11.90				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81		11.90				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81		11.90				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				

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CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	51.83	10.75				11.90				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	12.16	8.77	6.71	4.84		11.90				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81		11.90				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81		11.90				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81		11.90				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	12.16	8.77	6.71	4.84		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81		11.90				
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81		11.90				
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	51.83	10.75				11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	12.16	8.77	6.71	4.84		11.90				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81		11.90				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81		11.90				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81		11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	2.10	12.16	8.77	6.71	4.84		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81		11.90				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81		11.90				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	51.83	10.75				11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	12.16	8.77	6.71	4.84		11.90				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81		11.90				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81		11.90				

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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81		11.90				
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	12.16	8.77	6.71	4.84		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90				
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90				
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90				
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90				
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90				
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	3.87										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	1,071.00	314.45	130.88	38.60	18.23		11.90				
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	211.19	115.60	59.93	5.45	0.00		11.90				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84		11.90				
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90				
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90				
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81		11.90				
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81		11.90				
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81		11.90				
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0091										
	Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	25.32	94.70	52.59	50.49	21.53		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81		11.90				
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81		11.90				
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0091										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	22.58	94.70	52.59	50.49	21.53		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	10.92										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	386.88	249.97	162.05	67.10	26.82		11.90				
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	3.87										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	1,071.00	314.45	130.88	38.60	18.23		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	10.92										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	426.60	249.97	162.05	67.10	26.82		11.90				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	3.87										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	1,056.00	314.45	130.88	38.60	18.23		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81		11.90				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81		11.90				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	146.77	51.83	10.75				11.90				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.66	12.16	8.77	6.71	4.84		11.90				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81		11.90				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81		11.90				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81		11.90				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3.66	12.16	8.77	6.71	4.84		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90				
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	3.87										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	1,056.00	314.45	130.88	38.60	18.23		11.90				
	STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	211.19	20.06	31.66	5.45	0.00		11.90				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84						
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81		11.90				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81		11.90				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81		11.90				
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0091										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	50.49	21.53		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81		11.90				
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81		11.90				
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81		11.90				
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0091										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	18.44	94.70	52.59	50.49	21.53		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90				
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months															
	Local Channel - Dedicated - 2-Wire Voice Grade Zone 1		1	UNCVX	ULDV2	19.66	265.84	46.97	37.63	4.00		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Channel - Dedicated - 2-Wire Voice Grade Zone 2		2	UNCVX	ULDV2	27.94	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade Zone 3		3	UNCVX	ULDV2	49.58	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 4-Wire Voice Grade Zone 1		1	UNCVX	ULDV4	20.45	266.54	47.67	44.22	5.33		11.90				
	Local Channel - Dedicated - 4-Wire Voice Grade Zone 2		2	UNCVX	ULDV4	29.06	266.54	47.67	44.22	5.33		11.90				
	Local Channel - Dedicated - 4-Wire Voice Grade Zone3		3	UNCVX	ULDV4	51.56	266.54	47.67	44.22	5.33		11.90				
	Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	36.49	216.65	183.54	24.30	16.95		11.90				
	Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	51.85	216.65	183.54	24.30	16.95		11.90				
	Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	92.00	216.65	183.54	24.30	16.95		11.90				
	Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	8.50										
	Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	531.91	556.37	343.01	139.13	96.84		11.90				
	Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	8.50										
	Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	540.69	556.37	343.01	139.13	96.84		11.90				
	Optional Features & Functions:															
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		65.01					11.90				
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		50.01					11.90				
	MULTIPLEXERS															
	NOTE: minimum billing period is one month for DS1 to DS0 Channel System and interfaces															
	NOTE: minimum billing period is three months for DS3 to DS1 Channel System and interfaces															
	DS1 to DS0 Channel System (with the higher-level connected to a collocation in the same SWC) per month			UXTD1	MQ1	146.77	101.42	71.62	11.09	10.49		11.90				
	DS1 to DS0 Channel System (used to channelize a DS1 Local Channel) per month			ULDD1	MQ1	146.77	101.42	71.62	11.09	10.49		11.90				
	DS1 to DS0 Channel System (used to channelize a DS1 Interoffice Channel) per month			U1TD1	MQ1	146.77	101.42	71.62	11.09	10.49		11.90				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	2.10	10.07	7.08				11.90				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.10	10.07	7.08				11.90				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.66	10.07	7.08				11.90				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66	10.07	7.08				11.90				
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	1.38	10.07	7.08				11.90				
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.38	10.07	7.08				11.90				
	DS3 to DS1 Channel System (with the higher level connected to a collocation in the same SWC) per month			UXTD3	MQ3	211.19	199.28	118.64	40.34	39.07		11.90				
	DS3 to DS1 Channel System (used to channelize a DS3 Local Channel) per month			ULDD3	MQ3	211.19	199.28	118.64	40.34	39.07		11.90				
	DS3 to DS1 Channel System (used to channelize a DS3 Interoffice Channel per month			U1TD3	MQ3	211.19	199.28	118.64	40.34	39.07		11.90				
	STS-1 to DS1 Channel System (with the higher level connected to a collocation in the same SWC) per month			UXTS1	MQ3	211.19	199.28	118.64	40.34	39.07		11.90				
	STS-1 to DS1 Channel System (used to channelize a STS-1 Local Channel) per month			ULDS1	MQ3	211.19	199.28	118.64	40.34	39.07		11.90				
	STS-1 to DS1 Channel System (used to channelize a STS-1 Interoffice Channel) per month			U1TS1	MQ3	211.19	199.28	118.64	40.34	39.07		11.90				
	DS1 COCI used with Loop per month			USL	UC1D1	13.76	10.07	7.08				11.90				
	DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	13.76	10.07	7.08				11.90				
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	13.76	10.07	7.08				11.90				
	Sub-Loop Feeder															
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	UNC1X	USBFG	42.59	133.77	78.02	85.16	21.21						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	UNC1X	USBFG	60.53	133.77	78.02	85.16	21.21						
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	UNC1X	USBFG	107.39	133.77	78.02	85.16	21.21						
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
Exchange Ports																	
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																	
2-WIRE VOICE GRADE LINE PORT RATES (RES)																	
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire VG unbundled Florida area calling with Caller ID - Res.			UEPSR	UEPAF	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire VG unbundled Florida Residence Area Calling Plan, without Caller ID capability			UEPSR	UEPA9	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire VG unbundled Florida extended dialing port for use with CREX7 and Caller ID			UEPSR	UEPA1	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire VG unbundled Florida extended dialing port for use with CREX7, without Caller ID capability			UEPSR	UEPA8	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.40	3.74	3.63	1.88	1.80		11.90				
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.40	3.74	3.63	1.88	1.80		11.90				
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				11.90				
FEATURES																	
	All Available Vertical Features			UEPSR	UEPVF	2.26	0.00	0.00				11.90				
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																	
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.40	3.74	3.63	1.88	1.80		11.90				
	Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.40	3.74	3.63	1.88	1.80		11.90				
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.40	3.74	3.63	1.88	1.80		11.90				
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				11.90				
FEATURES																	
	All Available Vertical Features			UEPSB	UEPVF	2.26	0.00	0.00				11.90				
EXCHANGE PORT RATES (DID & PBX)																	
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.40	39.06	18.18	12.35	0.7187		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.40	39.06	18.18	12.35	0.7187		11.90				
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				11.90				
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	2.26	0.00	0.00				11.90				
EXCHANGE PORT RATES (COIN)																
	Exchange Ports - Coin Port					1.40	3.74	3.63	1.88	1.80		11.90				
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.73	78.41	15.82	41.94	4.26		11.90			1.83	
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	54.95	151.11	77.75	48.81	3.10		11.90			1.83	
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	8.83	46.83	50.68	27.64	11.93		11.90			1.83	
	All Features Offered			UEPTX UEPSX	UEPVF	2.26	0.00	0.00				11.90			1.83	
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.																
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	82.74	174.61	95.17	49.80	18.23		11.90			1.83	
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY																
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE																
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.40	3.74	3.63	1.88	1.80		11.90				
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.40	3.74	3.63	1.88	1.80		11.90				
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.40	3.74	3.63	1.88	1.80		11.90				
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.40	3.74	3.63	1.88	1.80		11.90				
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		0.102	0.102				11.90				
	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	1.40	3.74	3.63	1.88	1.80		11.90				
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.40	3.74	3.63	1.88	1.80		11.90				
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.40	3.74	3.63	1.88	1.80		11.90				
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.40	3.74	3.63	1.88	1.80		11.90				
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.40	3.74	3.63	1.88	1.80		11.90				
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		0.102	0.102				11.90				
	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										
Common Transport																
	Common Transport - Per Mile, Per MOU					0.0000035										
	Common Transport - Facilities Termination Per MOU					0.0004372										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			10.94										
	2-Wire VG Loop/Port Combo - Zone 2		2			15.05										
	2-Wire VG Loop/Port Combo - Zone 3		3			25.80										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	24.63										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire voice unbundled Florida extended dialing port for use with CREX7 and Caller ID			UEPRX	UEPA1	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire voice unbundled Florida extended dialing port for use with CREX7, without Caller ID capability			UEPRX	UEPA8	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire voice unbundled Florida Area Calling Port without Caller ID Capability			UEPRX	UEPA9	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.17	53.31	26.46	27.50	8.37		11.90				
	FEATURES															
	All Features Offered			UEPRX	UEPVF	2.26	0.00	0.00				11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.102	0.102				11.90				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.102	0.102				11.90				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				11.90				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			10.94										
	2-Wire VG Loop/Port Combo - Zone 2		2			15.05										
	2-Wire VG Loop/Port Combo - Zone 3		3			25.80										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	24.63										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.17	53.31	26.46	27.50	8.37		11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	2.26	0.00	0.00				11.90				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.102	0.102				11.90				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.102	0.102				11.90				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00				11.90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			10.94										
	2-Wire VG Loop/Port Combo - Zone 2		2			15.05										
	2-Wire VG Loop/Port Combo - Zone 3		3			25.80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	24.63										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.17	174.81	100.65	75.88	12.73		11.90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				11.90				
FEATURES																
	All Features Offered			UEPRG	UEPVF	2.26	0.00	0.00				11.90				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		8.45	1.91				11.90				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		8.45	1.91				11.90				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				11.90				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86				11.90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			10.94										
	2-Wire VG Loop/Port Combo - Zone 2		2			15.05										
	2-Wire VG Loop/Port Combo - Zone 3		3			25.80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	24.63										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.17	174.81	100.65	75.88	12.73		11.90				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.17	174.81	100.65	75.88	12.73		11.90				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.17	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.17	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.17	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.17	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.17	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.17	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.17	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.17	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.17	174.81	100.65	75.88	12.73		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.17	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.17	174.81	100.65	75.88	12.73		11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				11.90				
	FEATURES															
	All Features Offered			UEPPX	UEPVF	2.26	0.00	0.00				11.90				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		8.45	1.91				11.90				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		8.45	1.91				11.90				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				11.90				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86				11.90				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			10.94										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			15.05										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			25.80										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	24.63										
	2-Wire Voice Grade Line Ports (COIN)															
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.17	53.31	26.46	27.50	8.37		11.90				
	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		11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.102	0.102				11.90				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.102	0.102				11.90				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				11.90				
	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		1			13.64										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18.80										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32.27										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	12.24										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	17.40										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	30.87										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPFR	UEPRL	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPFR	UEPAF	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.40	174.81	100.65	75.88	12.73		11.90				
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				11.90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFR	LNPCX	0.35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		16.97	3.73				11.90				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		16.97	3.73				11.90				
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		1			13.64										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18.80										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32.27										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	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	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.40	174.81	100.65	75.88	12.73		11.90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFB	LNPCX	0.35										
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				11.90				
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				11.90				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		16.97	3.73				11.90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13.64										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18.80										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32.27										

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
													Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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	1.40	174.81	100.65	75.88	12.73		11.90				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	1.40	174.81	100.65	75.88	12.73		11.90				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.40	174.81	100.65	75.88	12.73		11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.40	174.81	100.65	75.88	12.73		11.90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00				11.90				
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				11.90				
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				11.90				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		16.97	3.73				11.90				
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			20.95										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			26.11										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			39.58										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	12.24						11.90			1.83	
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	17.40						11.90			1.83	
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	30.87						11.90			1.83	
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.71	214.16	98.29				11.90			1.83	
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.85	1.87				11.90				
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.85	1.87				11.90				
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32.26	32.26				11.90				
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00				11.90			1.83	

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00				11.90			1.83	
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00				11.90			1.83	
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00				11.90			1.83	
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00				11.90			1.83	
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				11.90			1.83	
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		22.63										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		29.05										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		45.84										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	15.25						11.90			1.83	
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	21.67						11.90			1.83	
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	38.46						11.90			1.83	
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	7.38	194.52	145.09				11.09			1.83	
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				11.90			1.83	
ADDITIONAL NRCs																
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	2.26	0.00	0.00				11.90				
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		11.90			1.83	
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0091	0.00	0.00				11.90			1.83	
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		153.48										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		183.28										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		261.12										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	70.74						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	100.54						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	178.38						11.90			1.83	
UNE Port Rate																
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	82.74	488.36	276.65				11.90			1.83	
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	84.17	61.38				11.90			1.83	

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ADDITIONAL NRCs																
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way Tel Nos. (except NC)			UEPPP	PR7TF		0.5412					11.90			1.83	
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		12.71	12.71				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP	PR7ZT		25.42	25.42				11.90			1.83	
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
INTERFACE (Provsioning Only)																
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	15.48					11.90			1.83	
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	15.48					11.90			1.83	
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	15.48					11.90			1.83	
CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7CO	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	88.6256	105.54	98.47	21.47	19.05		11.90			1.93	
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.1856										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		125.69						11.90			1.83	
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		155.49						11.90			1.83	
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		233.33						11.90			1.83	
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	70.74						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	100.54						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	178.38						11.90			1.83	
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	54.95	464.86	259.23				11.90			1.83	
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		95.31	46.71				11.90			1.83	
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		95.31	46.71				11.90			1.83	
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		95.31	46.71				11.90			1.83	
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		15.69	15.69				11.90			1.83	
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	655.00				11.90			1.83	
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	655.00				11.90			1.83	
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						11.90			1.83	
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						11.90			1.83	
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						11.90			1.83	
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00				11.90			1.83	
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						11.90			1.83	
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00						11.90			1.83	
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				11.90			1.83	
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				11.90			1.83	
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	88.44	105.54	98.47	21.47	19.05		11.90			1.83	
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.1856	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.1856	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.1856	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Termininating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
Each System can have up to 24 combinations of rates depending on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	70.74	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	100.54	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	178.38	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	118.06	0.00	0.00				11.90			1.83	
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	236.12	0.00	0.00				11.90			1.83	
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	472.24	0.00	0.00				11.90			1.83	
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	708.36	0.00	0.00				11.90			1.83	
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	944.48	0.00	0.00				11.90			1.83	
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM2O	1,180.60	0.00	0.00				11.90			1.83	
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,416.72	0.00	0.00				11.90			1.83	
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,888.96	0.00	0.00				11.90			1.83	
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM4O	2,361.20	0.00	0.00				11.90			1.83	
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,833.44	0.00	0.00				11.90			1.83	
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,305.68	0.00	0.00				11.90			1.83	
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	96.77	4.24				11.90				
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																
New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's																
	1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation			UEPMG	VUMD4	0.00	726.11	468.21	145.32	17.24		11.90				
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	655.00				11.90				
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	655.00				11.90				
Alternate Mark Inversion (AMI)																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.40	0.00	0.00	0.00	0.00		11.90			1.83	
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.40	0.00	0.00	0.00	0.00		11.90			1.83	
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.40	0.00	0.00	0.00	0.00		11.90			1.83	
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.71	0.00	0.00	0.00	0.00		11.90			1.83	
Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.6402	25.40	13.41	3.96	3.93		11.90			1.83	
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.6402	78.16	18.42	56.03	10.95		11.90			1.83	
Telephone Number/ Group Establishment Charges for DID Service																
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00				11.90				
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00				11.90				
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00				11.90				
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00				11.90				
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				11.90				
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				11.90				
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	2.26	0.00	0.00				11.90			1.83	
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
This includes:																
Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.																
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																
The Market Rate for unbundled ports includes all available features in all states.																
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 which have a flat rate usage charge (USOC: URECU).																
For Not Currently Combined scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			23.77										
	2-Wire VG Loop/Port Combo - Zone 2		2			27.88										
	2-Wire VG Loop/Port Combo - Zone 3		3			38.63										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	24.63										
2-Wire Voice Grade Line Port (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00				11.90				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00				11.90				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00				11.90				
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	14.00	90.00	90.00				11.90				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00				11.90				
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	14.00	90.00	90.00				11.90				

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice unbundled Florida extended dialing port for use with CREX7 and Caller ID			UEPRX	UEPA1	14.00	90.00	90.00				11.90				
	2-Wire voice unbundled Florida extended dialing port for use with CREX7, without Caller ID capability			UEPRX	UEPA8	14.00	90.00	90.00				11.90				
	2-Wire voice unbundled Florida Area Calling Port without Caller ID Capability			UEPRX	UEPA9	14.00	90.00	90.00				11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				11.90				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50				11.90				
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50				11.90				
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0.00	0.00				11.90				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			23.77										
	2-Wire VG Loop/Port Combo - Zone 2		2			27.88										
	2-Wire VG Loop/Port Combo - Zone 3		3			38.63										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	24.63										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00				11.90				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00				11.90				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00				11.90				
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	14.00	90.00	90.00				11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50				11.90				
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50				11.90				
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00				11.90				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			23.77										
	2-Wire VG Loop/Port Combo - Zone 2		2			27.88										
	2-Wire VG Loop/Port Combo - Zone 3		3			38.63										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - 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	14.00	90.00	90.00				11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				11.90				

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50				11.90				
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50				11.90				
	ADDITIONAL NRCs															
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				11.90				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.09	7.09				11.90				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			23.77										
	2-Wire VG Loop/Port Combo - Zone 2		2			27.88										
	2-Wire VG Loop/Port Combo - Zone 3		3			38.63										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - 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	14.00	90.00	90.00				11.90				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00				11.90				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00				11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				11.90				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50				11.90				
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50				11.90				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2	0.00	0.00	0.00				11.90				
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				11.90				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.09	7.09				11.90				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			23.77										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			27.88										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			38.63										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Loop Rates															
	2-Wire Voice Grade Loop (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 Port Rates (Coin)															
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	14.00	90.00	90.00				11.90				
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	14.00	90.00	90.00				11.90				
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	14.00	90.00	90.00				11.90				
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	14.00	90.00	90.00				11.90				
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	14.00	90.00	90.00				11.90				
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	14.00	90.00	90.00				11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50				11.90				
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50								
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00				11.90				
	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		1			26.24										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			31.40										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			44.87										
	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	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPFR	UEPAF	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	14.00	180.00	110.00	85.00	20.00		11.90				
	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	0.00	0.00	0.00				11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFR	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		16.97	3.73				11.90				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		16.97	3.73				11.90				
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			26.24										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			31.40										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			44.87										
	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	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	14.00	180.00	110.00	85.00	20.00		11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFB	LNPCX	0.35										
	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	0.00	0.00	0.00				11.90				
	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				11.90				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		16.97	3.73				11.90				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			26.24										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			31.40										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			44.87										
	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	14.00	180.00	110.00	85.00	20.00		11.90				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	14.00	180.00	110.00	85.00	20.00		11.90				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	14.00	180.00	110.00	85.00	20.00		11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00				11.90				
	INTEROFFICE TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			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	0.00	0.00	0.00				11.90				
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				11.90				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		16.97	3.73				11.90				
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			67.24										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			72.40										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			85.87										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	12.24						11.90			1.83	
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	17.40						11.90			1.83	
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	30.87						11.90			1.83	
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	55.00	850.00	75.00				11.90			1.83	
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPPX	USAC1		850.00	75.00				11.90				
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes Top 8 MSAs only			UEPPX	USA1C		850.00	75.00				11.90				
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32.26	32.26				11.90				
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00				11.90			1.83	
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00				11.90			1.83	
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00				11.90			1.83	
	DID Numbers, Non-consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00				11.90			1.83	
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00				11.90			1.83	
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				11.90			1.83	
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		85.25										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		91.67										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		108.46										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	15.25						11.90			1.83	
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	21.67						11.90			1.83	
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	38.46						11.90			1.83	
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	70.00	525.00	400.00				11.09			1.83	
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion - Top 8 MSAs only			UEPPB UEPPR	USACB	0.00	215.00	215.00				11.90			1.83	
ADDITIONAL NRCs																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	2.26	0.00	0.00				11.90				
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	18.4491	47.35	31.78	18.31	7.03		11.90			1.83	
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0091	0.00	0.00				11.90			1.83	
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		970.74										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		1,000.54										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		1,078.39										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	70.74						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	100.54						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	178.39						11.90			1.83	
UNE Port Rate																
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	900.00	1,150.00	1,150.00				11.90			1.83	
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only			UEPPP	USACP	0.00	925.00	925.00				11.90			1.83	
ADDITIONAL NRCs																
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way Telephone Numbers (except NC)			UEPPP	PR7TF		0.5412					11.90			1.83	
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		12.71	12.71				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Telephone Numbers			UEPPP	PR7ZT		25.42	25.42				11.90			1.83	
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
INTERFACE (Provsioning Only)																
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	20.00					11.90			1.83	
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	20.00					11.90			1.83	
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	20.00					11.90			1.83	
CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7CO	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	88.6256	105.54	98.47	21.47	19.05		11.90			1.93	
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.1856										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		820.74						11.90			1.83	

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		850.54						11.90			1.83	
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		928.39						11.90			1.83	
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	70.74						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	100.54						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	178.39						11.90			1.83	
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	1,019.56	479.87	204.92	20.10		11.90			1.83	
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		95.31	46.71				11.90			1.83	
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		95.31	46.71				11.90			1.83	
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		95.31	46.71				11.90			1.83	
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		15.69	15.69				11.90			1.83	
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	655.00				11.90			1.83	
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	655.00				11.90			1.83	
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						11.90			1.83	
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						11.90			1.83	
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						11.90			1.83	
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00				11.90			1.83	
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						11.90			1.83	
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00						11.90			1.83	
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				11.90			1.83	
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				11.90			1.83	
Dedicated DS1 (Interoffice Channel Mileage) -																
FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	88.44	105.54	98.47	21.47	19.05		11.90			1.83	
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.1856	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.1856	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.1856	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Central Office Termininating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	A system can have various rate combinations based on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	70.74	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	100.54	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	178.39	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	118.06	0.00	0.00				11.90			1.83	
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	236.12	0.00	0.00				11.90			1.83	
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	472.24	0.00	0.00				11.90			1.83	
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	708.36	0.00	0.00				11.90			1.83	
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	944.48	0.00	0.00				11.90			1.83	
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM2O	1,180.60	0.00	0.00				11.90			1.83	
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,416.72	0.00	0.00				11.90			1.83	
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,888.96	0.00	0.00				11.90			1.83	
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM4O	2,361.20	0.00	0.00				11.90			1.83	
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,833.44	0.00	0.00				11.90			1.83	
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,305.68	0.00	0.00				11.90			1.83	
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes - Top 8 MSAs Only			UEPMG	USAC4	0.00	450.00	50.00				11.90				
	System Additions Where Currently Combined and New (Not Currently Combined)															
	In Density Zone 1 Top 8 MSAs															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	950.00	600.00	200.00	30.00		11.90				
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	655.00				11.90				
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	655.00				11.90				
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combinatcn Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00		11.90			1.83	
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00		11.90			1.83	
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00		11.90			1.83	
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	55.00	0.00	0.00	0.00	0.00		11.90			1.83	
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	40.00	20.00	6.00	5.00		11.90			1.83	
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	110.00	30.00	65.00	20.00		11.90			1.83	
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00				11.90				
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00				11.90				
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00				11.90				
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00				11.90				
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				11.90				
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				11.90				
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	2.26	0.00	0.00				11.90			1.83	
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
	1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.															
	5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.															
	UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		10.94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		15.05										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		25.80										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		13.41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		18.57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		32.04										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	9.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	13.88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	24.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	12.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	17.40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	30.87										
	UNE Ports															
	All States (Except North Carolina and Sout Carolina)															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.17	53.31	26.46	27.50	8.37		11.90				
	Georgia and Florida Only															
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPHA	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPHB	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPHH	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPHM	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPHZ	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPH9	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPH2	1.17	53.31	26.46	27.50	8.37		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	2.26						11.90				
	All Select Features Offered, per port			UEP91	UEPVS	0.00	370.70					11.90				
	All Centrex Control Features Offered, per port			UEP91	UEPVC	2.26						11.90				
NARS																
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00				11.90				
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				11.90				
	Conversion of Existing Centrex Common Block			UEP91	USACN		5.17	8.32				11.90				
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	618.82					11.90				
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	618.82					11.90				
	Secondary Block, per Block			UEP91	M2CC1	0.00	71.31					11.90				
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	66.48					11.90				
UNE-P CENTREX - 5ESS (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		10.94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		15.05										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		25.80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		13.41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		18.57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		32.04										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	9.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	13.88										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	24.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	12.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	17.40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	30.87										
UNE Port Rate																
All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.17	53.31	26.46	27.50	8.37		11.90				
AL, KY, LA, MS, SC, & TN Only																
FL & GA Only																
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPHA	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPHB	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPHH	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPHM	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPHZ	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPH9	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPH2	1.17	53.31	26.46	27.50	8.37		11.90				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	2.26										
	All Select Features Offered, per port			UEP95	UEPVS	0.00	370.70					11.90				
	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				11.90				
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00				11.90				
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										
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	15.69					11.90				
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										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank 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 Tjie 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				11.90				
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		5.17	8.32				11.90				
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	618.82					11.90				
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	618.82					11.90				
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	66.48					11.90				
	UNE-P CENTREX - DMS100 (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		10.94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		15.05										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		25.80										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		13.41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		18.57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		32.04										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	9.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	13.88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	24.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	12.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	17.40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	30.87										
	UNE Port Rate															
	ALL STATES															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.17						11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.17	53.31	26.46	27.50	8.37		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.17	53.31	26.46	27.50	8.37		11.90				
FL & GA Only																
	2-Wire Voice Grade Port (Centrex)			UEP9D	UEPHA	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPHB	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPHC	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPHD	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPHE	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPHF	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPHG	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPHT	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPHU	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPHV	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPH3	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPHH	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPHW	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPHJ	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPHM	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPHO	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPHP	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPHQ	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPHR	1.17	139.49	86.10	65.41	13.81		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPHS	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPH4	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPH5	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPH6	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPH7	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPHZ	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPH9	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPH2	1.17	53.31	26.46	27.50	8.37		11.90				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	2.26										
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	370.70					11.90				
	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				11.90				
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00				11.90				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	8.73										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	54.95										
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	15.69					11.90				
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										
	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				11.90				
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		5.17	8.32				11.90				
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	618.82					11.90				
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	618.82					11.90				
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	66.48					11.90				
UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		10.94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		15.05										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		25.80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		13.41										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		18.57										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		32.04										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	9.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	13.88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	24.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	12.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	17.40										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	30.87										
UNE Port Rate																
AL, FL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.17	53.31	26.46	27.50	8.37		11.90				
Florida Only																
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPHA	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPHB	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPHH	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPHM	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPHZ	1.17	139.49	86.10	65.41	13.81		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPH9	1.17	53.31	26.46	27.50	8.37		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPH2	1.17	53.31	26.46	27.50	8.37		11.90				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9E	UEPVF	2.26										
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	370.70					11.90				
	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				11.90				
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00				11.90				

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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					11.90				
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9E	M1GBC	25.32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0.0091										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		21.50	8.42				11.90				
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		5.17	8.32				11.90				
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	618.82					11.90				
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	618.82					11.90				
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	66.48					11.90				
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
	Note 2 - Requres Interoffice Channel Mileage															
	Note 3 - Requires Specific Customer Premises Equipment															
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - MARKET RATES																
	1. Market Rates are applied where BellSouth is not required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	2. Recurring Charges for all Standard Centrex and Centrex Conrol Features are Included in the Market Rate															
	3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.															
	UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		26.94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		31.06										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		45.87										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		29.36										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		34.43										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		50.68										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	12.94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	17.06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	31.87										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	15.36										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	20.43										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	36.68										
UNE Ports																
All States (Except North Carolina and Sout Carolina)																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	14.00	70.00	35.00	35.00	10.00		11.90				
Georgia and Florida Only																
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPHA	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPHB	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPHH	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPHM	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPHZ	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPH9	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPH2	14.00	70.00	35.00	35.00	10.00		11.90				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	0.00						11.90				
	All Select Features Offered, per port			UEP91	UEPVS	0.00	370.70					11.90				
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00						11.90				
NARS																
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00				11.90				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP91	CENA6	8.81										
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										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank 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				11.90				
	Conversion of Existing Centrex Common Block			UEP91	USACN		5.17	8.32				11.90				
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	618.82					11.90				
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	618.82					11.90				
	Secondary Block, per Block			UEP91	M2CC1	0.00	71.31					11.90				
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	66.48					11.90				
	UNE-P CENTREX - 5ESS (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		26.94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		31.06										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		45.87										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		29.36										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		34.43										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		50.68										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	17.06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	31.87										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	15.36										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	20.43										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	36.68										
	UNE Port Rate															
	All States															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Loca Area			UEP95	UEPYM	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	14.00	70.00	35.00	35.00	10.00		11.90				
	AL, KY, LA, MS, SC, & TN Only															
	FL & GA Only															
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPHA	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPHB	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPHH	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPHM	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPHZ	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPH9	14.00	70.00	35.00	35.00	10.00		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPH2	14.00	70.00	35.00	35.00	10.00		11.90				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	0.00										
	All Select Features Offered, per port			UEP95	UEPVS	0.00	370.70					11.90				
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00										
NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00				11.90				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	8.81										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	54.95										
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	15.69					11.90				
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 Tjie 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				11.90				
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		5.17	8.32				11.90				
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	618.82					11.90				
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	618.82					11.90				
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	66.48					11.90				
UNE-P CENTREX - DMS100 (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		26.94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		31.06										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		45.87										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		29.36										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		34.43										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		50.68										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	17.06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	31.87										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	15.36										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	20.43										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	36.68										
UNE Port Rate																
ALL STATES																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	14.00						11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	14.00	180.00	110.00	85.00	20.00		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	14.00	70.00	35.00	35.00	10.00		11.90				
FL & GA Only																
	2-Wire Voice Grade Port (Centrex)			UEP9D	UEPHA	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPHB	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPHC	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPHD	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPHE	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPHF	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPHG	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPHT	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPHU	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPHV	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPH3	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPHH	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPHW	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPHJ	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPHM	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPHO	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPHP	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPHQ	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPHR	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPHS	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPH4	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPH5	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPH6	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPH7	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPHZ	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPH9	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPH2	14.00	70.00	35.00	35.00	10.00		11.90				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00										
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	370.70					11.90				
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00										
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00				11.90				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	8.81										
4-Wire Digital (1.544 Megabits)																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DS1 Circuit Terminations, each			UEP9D	M1HD1	54.95										
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	15.69					11.90				
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										
	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				11.90				
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		5.17	8.32				11.90				
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	618.82					11.90				
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	618.82					11.90				
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	66.48					11.90				
UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		26.94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		31.06										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		45.87										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		29.36										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		34.43										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		50.68										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	12.94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	17.06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	31.87										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	15.36										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	20.43										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	36.68										
UNE Port Rate																
AL, FL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	14.00	180.00	110.00	85.00	20.00		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	14.00	70.00	35.00	35.00	10.00		11.90				
Florida Only																
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPHA	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPHB	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPHH	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPHM	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPHZ	14.00	180.00	110.00	85.00	20.00		11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPH9	14.00	70.00	35.00	35.00	10.00		11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPH2	14.00	70.00	35.00	35.00	10.00		11.90				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9E	UEPVF	0.00										
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	370.70					11.90				
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00										
NARS																
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00				11.90				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9E	CEND6	8.81										
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					11.90				
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				11.90				
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		5.17	8.32				11.90				
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	618.82					11.90				
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	618.82					11.90				
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	66.48					11.90				

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
	Note 2 - Requres Interoffice Channel Mileage															
	Note 3 - Requires Specific Customer Premises Equipment															
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

LOCAL INTERCONNECTION - Florida													Attachment: 3		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0006019bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006019										
	Tandem Intermediary Charge, per MOU*			OHD		0.0015										
	* 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	TPP++		21.73	8.19								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000035bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.0004372bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	19.66	265.84	46.97	37.63	4.00						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	20.45	266.54	47.67	44.22	5.33						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.49	216.65	183.54	24.30	16.95						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

Attachment 4

Physical Collocation

BELLSOUTH

PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when ACN is physically collocated as a sole occupant or as a Host within a BellSouth Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.

1.2 Right to Occupy. BellSouth shall offer to ACN collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow ACN 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 ACN and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for h premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.

1.2.1.1 In all states other than Florida, the size specified by ACN may contemplate a request for space sufficient to accommodate ACN's growth within a twenty-four (24) month period.

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

1.3 Space Allocation. BellSouth shall attempt to accommodate ACN's requested preferences, if any. In allocating Collocation Space, BellSouth shall not materially increase ACN's cost or materially delay ACN's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service ACN wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future

use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

1.4 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. ACN will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

1.5 Use of Space. ACN shall use the Collocation Space for the purposes of installing, maintaining and operating ACN's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to ACN may not be used for any purposes other than as specifically described herein or in any amendment hereto.

1.6 Rates and Charges. ACN agrees to pay the rates and charges identified in Exhibit B attached hereto.

1.7 If any due date contained in this Attachment falls on a weekend or National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.

1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

2.1 Space Availability Report. Upon request from ACN and at the ACN'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 ACN.

2.1.1 The request from ACN 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.

2.1.2 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. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) Premises within the same state. The response time for Space Availability Report requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify ACN and inform ACN of the timeframe under which it can respond.

3. Collocation Options

3.1 Cageless. BellSouth shall allow ACN to collocate ACN's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow ACN to have direct access to ACN's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where ACN'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, ACN must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged. At ACN's expense, ACN will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, ACN and ACN's BellSouth Certified Supplier must comply with the more stringent local building code requirements. ACN'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 ACN and provide, at ACN's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for ACN's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. ACN's BellSouth Certified Supplier shall bill ACN directly for all work performed for ACN pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by ACN's BellSouth Certified Supplier. ACN must provide the local BellSouth Central Office building contact with two Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access ACN's locked enclosure prior to notifying ACN at least forty-eight (48) hours or two (2) business days, whichever is greater,

before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for ACN.

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

3.3 Shared Caged Collocation. ACN may allow other telecommunications carriers to share ACN's caged collocation arrangement, pursuant to the terms and conditions agreed to by ACN (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 ACN. BellSouth shall be notified in writing by ACN upon the execution of any agreement between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of any Firm Orders. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by ACN 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 ACN.

3.3.1 ACN, 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 ACN with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each, with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the above, ACN 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). A separate

Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).

3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and 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 ACN 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 ACN's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on 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 ACN and must be in conformance with BellSouth's design and construction Specifications. Further, ACN shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

3.4.1 If ACN requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, ACN 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, ACN and ACN's BellSouth Certified Supplier must comply with the more stringent local building code requirements. ACN's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. ACN's BellSouth Certified Supplier shall bill ACN directly for all work performed for ACN pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by ACN's BellSouth Certified Supplier. ACN must provide the local BellSouth Central Office building contact with two cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access ACN's locked enclosure prior to notifying ACN at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

3.4.2 ACN must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review ACN's plans and

specifications prior to construction of an Adjacent Arrangement(s) to ensure ACN's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from ACN for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to ACN'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 ACN. BellSouth shall require ACN to remove or correct within seven (7) calendar days at ACN's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, if applicable.

3.4.3 ACN 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 ACN'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. ACN's BellSouth Certified Supplier shall be responsible, at ACN's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in 3.3 above.

3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit ACN to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises. Both ACN's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. ACN is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

3.5.1 ACN must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by ACN. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where ACN's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, ACN may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers and construct a dedicated cable support structure between the two contiguous cages. ACN 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. ACN shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). ACN is responsible for ensuring the integrity of the signal.

3.5.2 ACN 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 ACN-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, ACN may use its own technicians to construct the dedicated support structure between the two collocation arrangements.

3.5.3 To order CCXCs, ACN must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to ACN.

4. Occupancy

4.1 Occupancy. BellSouth will notify ACN in writing when the Collocation Space is ready for occupancy (Space Ready Date). ACN will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations in ACN'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. BellSouth will also establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If ACN completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of ACN's acceptance of the Collocation Space (Space Acceptance Date). In the event that ACN fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by ACN on the Space Ready Date and billing will commence from that date. If ACN decides to occupy the space prior to the Space Ready Date, the date ACN occupies the space becomes the new Space Acceptance Date and billing will begin from that date. ACN must notify BellSouth in writing that collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept orders for cross connects until it has received such notice. For the purposes of this paragraph, ACN's telecommunications equipment will be deemed operational

when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to its customers.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, ACN may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that ACN and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that ACN 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. If the subsequent inspection by BellSouth does reveal discrepancies, billing will cease on the date that BellSouth and ACN jointly conduct an inspection, which confirms that ACN has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy. BellSouth may terminate ACN's right to occupy the Collocation Space in the event that ACN fails to comply with any provision of this Agreement, including the payment of the applicable fees.

4.2.1 Upon termination of occupancy, ACN, at its sole expense, shall remove its equipment and any other property from the Collocation Space. ACN shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) Subsequent Application date (Termination Date) to complete such removal, including the removal of all equipment and facilities of ACN's Guest(s), unless ACN's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to the ACN removal date. ACN shall continue the payment of all monthly fees to BellSouth until the date thatACN, and if applicable ACN's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Should ACN or ACN's Guest(s) fail to vacate the Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of ACN or ACN's Guest(s), in any manner that BellSouth deems fit, at ACN's expense and with no liability whatsoever for ACN's property or ACN's Guest(s)'s property. Upon termination of ACN's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and ACN shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by ACN, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. ACN'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. ACN shall be responsible for the cost of removing any ACN constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on ACN's failure to comply with this Section.

5.1.3 ACN shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event ACN submits an application for terminations that will exceed the total capacity of the collocated equipment, ACN will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

5.2 ACN shall notify BellSouth whenever ACN submits a Method of Procedure (MOP) adding equipment to ACN's Collocation Space and shall provide to BellSouth a list of all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in ACN's Collocation Space. ACN shall submit a list of any lien holders or other entities that have a financial interest in the equipment that is collocated by ACN to its RCM Representative.

5.3 ACN shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.

5.4 ACN shall place a plaque or affix other identification (e.g., stenciling) to ACN's equipment, in order for BellSouth to identify ACN's equipment, including a list of emergency contacts with telephone numbers.

5.5 Entrance Facilities. ACN may elect to place ACN-owned or ACN-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity 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. ACN will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. ACN 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 ACN's equipment in the Collocation Space. In the event ACN utilizes a non-metallic, riser-type entrance facility, a splice will not be required. ACN must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. ACN is responsible for maintenance of the entrance facilities. At ACN's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.

5.5.1 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by ACN for dual entrance facilities to its physical Collocation Space, BellSouth shall provide ACN 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 ACN's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to ACN in the Application Response.

5.5.2 Shared Use. ACN may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to ACN's collocation arrangement within the same Premises. BellSouth shall allow the splice, as long as the fiber is non-working fiber. ACN must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the

ACN provided riser cable to the spare capacity on the entrance facility. If ACN desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from ACN for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on ACN's entrance facility.

5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between ACN's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). ACN shall be responsible for providing, and ACN's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. For all other terminations, BellSouth shall designate a demarcation point on a per arrangement basis. ACN or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.

5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between ACN's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a ACN-provided Point of Termination Bay (POT Bay) in a common area within the Premises. ACN shall be responsible for providing, and ACN's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the POT Bay, as well as installing the necessary cabling between ACN's Collocation Space and the demarcation point. ACN or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee, in the event that ACN desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.

5.7 ACN's Equipment and Facilities. ACN, or if required by this Attachment, ACN'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 ACN which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. ACN and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

5.8 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to the Collocation Space. BellSouth retains the right to access ACN's space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). BellSouth will give notice to ACN at least forty-eight (48) hours before access to the Collocation Space is required. ACN may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that ACN will not bear any of the expense associated with this type of work.

5.9 Access. Pursuant to Section 12, ACN shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. ACN agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of ACN or ACN'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. Key acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys must be signed by ACN and returned to BellSouth Access Management within fifteen (15) calendar days of ACN's receipt. 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 and reflect current information. Access Keys may not be duplicated under any circumstances. ACN agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of ACN's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with ACN ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.

5.9.1 BellSouth will permit one accompanied site visit to ACN's designated collocation arrangement location, after receipt of the BFFO without charge to ACN. ACN 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 ACN desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, ACN 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. In the event ACN desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit ACN to access the Collocation Space accompanied by a security escort, at ACN's expense. ACN must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired.

5.10 Lost or Stolen Access Keys. ACN shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. If it becomes necessary for BellSouth to re-key

buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), ACN shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, ACN shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of ACN violates the provisions of this paragraph, BellSouth shall provide written notice to ACN, which shall direct ACN to cure the violation within forty-eight (48) hours of ACN's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement.

5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if ACN fails to take curative action within forty-eight (48) hours or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems appropriate to correct the violation, including, without limitation, the interruption of electrical power to ACN's equipment. BellSouth will endeavor, but is not required, to provide notice to ACN prior to the taking of such action and BellSouth shall have no liability to ACN for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.11.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and ACN 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 ACN 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 ACN is significantly degrading the performance of other advanced services or traditional voice band services, ACN 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 Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology

5.12 Personalty and its Removal. Facilities and equipment placed by ACN in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by ACN at any time. Any damage caused to the Collocation Space by ACN's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by ACN at its sole expense. If ACN decides to remove equipment from its Collocation Space and the removal requires no physical change, BellSouth will bill ACN a Supplemental Application Fee (Administrative Only Application Fee) as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.

5.13 Alterations. Under no condition shall ACN or any person acting on behalf of ACN 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 "Augments", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Augment shall be paid by ACN. Any such Augment shall require an application and will result in the assessment of an application fee, which will be billed by BellSouth on the date that BellSouth provides ACN with an Application Response.

5.14 Janitorial Service. ACN shall be responsible for the general upkeep of its Collocation Space. ACN 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 Collocation Space

6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to ACN and BellSouth that are different from the procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications that are submitted for the first time after the effective date thereof.

6.2 Initial Application. For ACN or ACN's Guest(s) initial equipment placement, ACN 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. An application fee will apply to each application submitted by ACN, which will be billed by BellSouth on the date that BellSouth provides ACN with an Application Response.

6.3 Subsequent Application. In the event ACN or ACN's Guest(s) desires to modify the use of the Collocation Space after a BFFO, ACN shall complete an application that contains all of the detailed information associated with an Augment **to** the Collocation Space, as defined in Section 5.13 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 Augment. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by ACN 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.

6.3.1 Subsequent Application Fee. The application fee paid by ACN for its request for an Augment shall be dependent upon the level of assessment needed for the Augment requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, a Subsequent Application Fee (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, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Augment 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 ACN with an Application Response.

6.4 Space Preferences. If ACN has previously requested and received a Space Availability Report for the Premises, ACN 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 ACN's preference(s), ACN may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides ACN 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 will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify ACN 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 ACN or space that is configured differently, no application fee will apply. If ACN decides to accept the available space, ACN must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When ACN resubmits its application, BellSouth will bill ACN the appropriate application fee.

6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and bill ACN an appropriate application fee on the date that BellSouth provides the Application Response. When BellSouth's Application Response includes an amount of space less than that requested by ACN or space that is configured differently, if ACN decides to accept the available space, ACN must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.

6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days in regard to space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify ACN 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 ACN or space that is configured differently, no application fee will apply. If ACN decides to accept the available space, ACN must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When ACN resubmits its application, BellSouth will bill ACN the appropriate application fee. Denial of Application. If BellSouth notifies ACN that no space is available (Denial of Application), BellSouth will not assess an application fee to ACN. After notifying ACN that BellSouth has no available space in the requested Premises, BellSouth will allow ACN, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, the request for the tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.6 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit ACN to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.7 Waiting List. On a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carriers on said waiting list.

6.7.1 In Florida, on a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the 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.

6.7.2 When space becomes available, ACN 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 ACN has originally requested caged Collocation Space and cageless Collocation Space becomes available, ACN may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that ACN wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. ACN 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 ACN 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 ACN from the waiting list. Upon request, BellSouth will advise ACN 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, Mississippi, North Carolina, South Carolina, and Tennessee, 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. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

6.9.2 In Florida, 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 ACN to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When ACN 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.

6.9.3 In Louisiana, when space has been determined to be available, BellSouth will provide an Application Response 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.

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 ACN, or necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge ACN 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 ACN to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides ACN with an Application Response.

6.11 Bona Fide Firm Order.

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

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of ACN's BFFO. BellSouth will acknowledge the receipt of ACN's BFFO within seven (7) calendar days of receipt, so that ACN 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, BellSouth will complete construction for 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 Augments requested to the Collocation Space after initial space completion, BellSouth will complete construction for 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 BellSouth does not believe that construction will be completed within the relevant timeframe and BellSouth and ACN 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 Augment, BellSouth may seek an extension from the Commission.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, 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 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. 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 When ACN 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 that would delay ACN's operation.

7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to ACN, when ACN requests an Augment after the Space Ready Date for existing physical collocation space. In such instances, ACN must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for ACN's point of termination.

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 ACN 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 ACN 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 ACN submits an augment application request that includes one augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the augment

interval associated with the highest augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate augment category).

7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories as outlined above will be placed into the appropriate category as negotiated by ACN and BellSouth. If ACN 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 would apply based on whether the augment request is for ACN'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 ACN at the time BellSouth provides ACN with the Application Response. ACN will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.

7.2 Joint Planning. Joint planning between BellSouth and ACN will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion interval will be provided to ACN during 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. ACN will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to ACN that the Collocation Space is ready for occupancy. In the event ACN fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by ACN on the Space Ready Date. BellSouth will correct any deviations to ACN'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.

7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to ACN prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those Premises in which ACN has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth. BellSouth cannot provide CFAs to ACN prior to the Provisioning Interval for those Premises in which ACN has a physical collocation arrangement with a POT bay provided by ACN

or a virtual collocation arrangement, until ACN provides BellSouth with the following information:

7.5.1 For a physical collocation arrangement with a ACN-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.

7.5.2 For a virtual collocation arrangement - a complete layout of ACN's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by ACN's BellSouth Certified Supplier.

7.5.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from ACN. If the EIU form is provided ten (10) calendar days prior to the ending date of the Provisioning Interval, then CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.

7.5.4 BellSouth will bill ACN a nonrecurring charge, as set forth in Exhibit B, each time ACN requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to ACN.

7.6 Use of BellSouth Certified Supplier. ACN shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. ACN and ACN's BellSouth Certified Supplier must follow and comply with all of BellSouth's requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, ACN must select separate BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide ACN with a list of BellSouth Certified Suppliers, upon request. The BellSouth Certified Supplier(s) shall be responsible for installing ACN'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 ACN upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill ACN directly for all work performed for ACN pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by ACN's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to ACN or any supplier proposed by ACN and will not unreasonably withhold certification. All work performed by or for ACN shall conform to generally accepted industry standards.

7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. ACN shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service ACN's Collocation Space. Upon request, BellSouth will provide ACN with an

applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by ACN. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations and physical Collocation Space has subsequently become available, ACN may relocate its existing virtual collocation arrangement(s) 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 outlined in the appropriate BellSouth Tariffs. In the event BellSouth knows when additional space for physical collocation may become available at the location requested by ACN, such information will be provided to ACN in BellSouth's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to ACN within one hundred eighty (180) calendar days of BellSouth's written denial of ACN's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) ACN was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then ACN 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. ACN must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within thirty (30) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.

7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill ACN an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to ACN.

7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.

7.10 Cancellation. If at any time prior to space acceptance, ACN cancels its order for the Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) for any and all work processes for which work has begun or been completed. In Georgia, if ACN cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill ACN for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.

7.11 Licenses. ACN, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/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 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to ACN.

8.1.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by ACN. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to ACN.

8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of ACN's BFFO.

8.3 Recurring Charges. If ACN has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that ACN fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If ACN occupies the space prior to the Space Ready Date, the date ACN occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.

8.4 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. ACN 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 ACN opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to ACN as prescribed in this Section.

8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, ACN shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, ACN 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 ACN's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, ACN shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

8.6 Power. BellSouth shall make available –48 Volt (-48V) Direct Current (DC) power for ACN's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at ACN's option within the Premises. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by ACN's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from ACN certifying the completion of the power reduction, including the removal of the power cabling by ACN's BellSouth Certified Supplier.

8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by ACN's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by ACN's BellSouth Certified Supplier. ACN is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or BellSouth power board to ACN's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by ACN must provide BellSouth with a copy of the engineering power specifications prior to the day on which ACN's equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and ACN's arrangement area. ACN shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable

support structure within ACN's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. ACN shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.

8.6.2 If ACN elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed ACN's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by ACN's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. ACN's BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At ACN's option, ACN may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to ACN's equipment or space enclosure. ACN shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within ACN's arrangement and terminations of cable within the Collocation Space.

8.6.3.1 In Tennessee, nonrecurring charges for –48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and ACN's arrangement area.

8.6.4 In Alabama and Louisiana, ACN has the option to purchase power directly from an electric utility company. Under such an option, ACN is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by ACN. ACN's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. If ACN previously had power supplied by BellSouth, ACN may request to change its arrangement to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive any application fee for this subsequent application if no other change was requested therein. Any floor space, cable racking, etc. utilized by ACN in provisioning said power will be billed on an ICB basis.

8.6.5 In South Carolina, ACN has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested Premises. Under such an option, ACN is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by ACN. ACN'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. ACN must submit an application to BellSouth for the appropriate amount of Collocation Space that ACN 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 ACN'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. ACN 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 Commission for the central office requested. ACN would still have the option to order its power needs directly from BellSouth.

8.6.6 If ACN requests a reduction in the amount of power that BellSouth is currently providing, ACN must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction 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.

8.6.7 In Alabama and Louisiana, if ACN is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, ACN must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply.

8.7 Security Escort. A security escort will be required whenever ACN or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing

BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and ACN shall pay for such half-hour charges in the event ACN fails to show up.

8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These nonrecurring fees will be billed upon receipt of ACN's BFFO.

8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

9.1 ACN shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 ACN shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

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

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of ACN's real and personal property situated on or within BellSouth's Central Office location(s).

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

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to ACN to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by ACN 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 ACN's property has been removed from BellSouth's Premises, whichever period is longer. If ACN fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from ACN.

9.5 ACN 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. ACN shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from ACN's insurance company. ACN shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

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

9.7 Self-Insurance. If ACN's net worth exceeds five hundred million dollars ($500,000,000), ACN 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. ACN 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 ACN in the event that self-insurance status is not granted to ACN. If BellSouth approves ACN for self-insurance, ACN shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of ACN's corporate officers. The ability to self-insure shall continue so long as the ACN meets all of the requirements of this Section. If ACN subsequently no longer satisfies this Section, ACN is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to ACN to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

10. Mechanics Liens

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

11. Inspections

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

12. Security and Safety Requirements

12.1 Unless otherwise specified, ACN will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ACN employee hired in the past five years being considered for work on the Premises, for the states/counties where the ACN 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. ACN shall not be required to perform this investigation if an affiliated company of ACN has performed an investigation of the ACN employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if ACN has performed a pre-employment statewide investigation of criminal history records of the ACN employee for the states/counties where the ACN employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 ACN will be required to administer to its personnel assigned to the Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

12.3 ACN 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 ACN's name. BellSouth reserves the right to remove from its Premises any employee of ACN not possessing identification issued by ACN or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. ACN shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. ACN shall be solely responsible for ensuring that any Guest(s) of ACN is in compliance with all subsections of this Section.

12.4 ACN shall not assign to the Premises any personnel with records of felony criminal convictions. ACN 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 ACN personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that ACN chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, ACN 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).

12.4.1 ACN shall not knowingly assign to the Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.4.2 ACN 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 commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each ACN employee or agent hired by ACN within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, ACN 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, ACN will disclose the nature of the convictions to BellSouth at that time. In the alternative, ACN may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.5.1 For all other ACN employees requiring access to a Premises pursuant to this Attachment, ACN shall furnish BellSouth, prior to an employee gaining such access, a

certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

12.6 At BellSouth's request, ACN shall promptly remove from Premises any employee of ACN BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of ACN is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Security Violations. BellSouth reserves the right to interview ACN's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to ACN's Security representative of such interview. ACN and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving ACN's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill ACN for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that ACN's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill ACN for BellSouth property, which is stolen or damaged where an investigation determines the culpability of ACN's employees, agents, or suppliers and where ACN agrees, in good faith, with the results of such investigation. ACN shall notify BellSouth in writing immediately in the event that ACN discovers one of its employees already 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. ACN shall hold BellSouth harmless for any damages resulting from such removal of its personnel from Premises.

12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for ACN'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 ACN'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 ACN, 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. ACN 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 ACN's acceleration of the project increases the cost of the project, then those additional charges will be incurred by ACN. Where allowed and where practical, ACN may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, ACN shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for ACN's permitted use, until such Collocation Space is fully repaired and restored and ACN's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where ACN has placed an Adjacent Arrangement pursuant to Section 3.4, ACN shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and ACN shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and

void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and ACN 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 ACN 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. ACN should contact 1-800-743-6737 for any BellSouth MSDS required.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ACN 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. ACN 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 ACN when operating in the Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ACN space with proper notification. BellSouth reserves the right to stop any ACN 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 ACN are owned by ACN. ACN 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 ACN or different hazardous materials used by ACN at Premises. ACN 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 ACN to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and ACN 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 ACN will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, ACN 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 ACN 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, ACN 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. ACN further agrees to cooperate with BellSouth to ensure that ACN'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 ACN, its employees, agents and/or suppliers.

2.2 The most current version of the reference documentation must be requested from ACN'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	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental

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	EVET approval of supplier	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	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS

	equipment	(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

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CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when ACN is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location ("Remote Collocation Space") pursuant to this Attachment.

1.2 Right to occupy. BellSouth shall offer to ACN Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow ACN to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by ACN and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.

1.3 Space Reservation.

1.3.1 In all states other than Florida, the number of racks/bays specified by ACN may contemplate a request for space sufficient to accommodate ACN's growth within a two-year period.

1.3.2 In the state of Florida, the number of racks/bays specified by ACN may contemplate a request for space sufficient to accommodate ACN's growth within an eighteen (18) month period.

1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this

Attachment. Additionally, where BellSouth notifies ACN that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon ACN's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for ACN. ACN agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for ACN. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for ACN as above, ACN shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with ACN in obtaining such permission.

1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. ACN will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.

1.6 Use of Space. ACN shall use the Remote Collocation Space for the purposes of installing, maintaining and operating ACN's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Agreement. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.

1.7 Rates and charges. ACN agrees to pay the rates and charges identified in Exhibit B attached hereto.

1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.

1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

2.1 Space Availability Report. Upon request from ACN, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote

Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

2.1.1 The request from ACN for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4. If ACN is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, ACN may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, ACN should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. ACN should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify ACN and inform ACN of the time frame under which it can respond.

2.2 Remote Terminal information. Upon request, BellSouth will provide ACN with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a ACN 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 ACN, up to a maximum of thirty (30) wire centers per ACN request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) ACN agrees to pay the costs incurred by BellSouth in providing the information.

3. Collocation Options

3.1 Cageless. BellSouth shall allow ACN to collocate ACN's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow ACN to have direct access to ACN's equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single rack/bay increments. Except where ACN's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, ACN must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Section 7.6 following.

3.2 Caged. At ACN's expense, ACN may arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's Technical References (TR) ("Specifications") prior to starting equipment installation. BellSouth will provide Specifications upon request. ACN'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 ACN and provide, at ACN's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for ACN's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. ACN's BellSouth Certified Supplier shall bill ACN directly for all work performed for ACN pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ACN's BellSouth Certified Supplier. ACN must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access ACN's locked enclosure prior to notifying ACN at least forty-eight (48) hours before access to the Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for ACN.

3.2.1 BellSouth may elect to review ACN's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to ACN indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Application, if ACN has indicated their desire to construct their own enclosure. If ACN's Application does not indicate their desire to construct their own enclosure, but their firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review ACN's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it

is constructed according to the submitted plans and specifications and/or BellSouth's Specifications, as applicable. BellSouth shall require ACN to remove or correct within seven (7) calendar days at ACN's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

3.3 Shared Collocation. ACN may allow other telecommunications carriers to share ACN's Remote Collocation Space pursuant to terms and conditions agreed to by ACN ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. ACN shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by ACN that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and ACN.

3.3.1 ACN, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide ACN with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, ACN shall be the responsible party to BellSouth for the purpose of submitting applications for bay/rack placement for the Guest. In Florida the Guest may directly submit bay/rack placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this nonrecurring fee on the date that BellSouth provides it written response ("Application Response").

3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.3 ACN 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 ACN's

Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by ACN and in conformance with BellSouth's design and construction Specifications. Further, ACN shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.

3.4.1 Should ACN elect Adjacent Collocation, ACN must arrange with a BellSouth Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's Specifications. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, ACN and ACN's BellSouth Certified Supplier must comply with local building code requirements. ACN's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. ACN's BellSouth Certified Supplier shall bill ACN directly for all work performed for ACN pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ACN's BellSouth Certified Supplier. ACN must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access ACN's locked enclosure prior to notifying ACN at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.

3.4.2 ACN must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review ACN's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require ACN to remove or correct within seven (7) calendar days at ACN's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

3.4.3 ACN shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At

ACN's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. ACN's BellSouth Certified Supplier shall be responsible, at ACN's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit ACN to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Remote Site Location. Both ACN's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall ACN use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

3.5.1 ACN must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by ACN. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where ACN's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, ACN will have the option of using ACN's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. ACN shall deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. ACN shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). ACN is responsible for ensuring the integrity of the signal.

3.5.2 ACN shall be responsible for providing a letter of authorization ("LOA") to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. ACN-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, ACN will have the option of using ACN's own technicians to construct its own dedicated support structure.

3.5.3 To order CCXCs, ACN must submit an Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. **Occupancy**

4.1 Occupancy. BellSouth will notify ACN in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). ACN will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying ACN that Remote Collocation Space is ready for occupancy ("Space Ready Date"). BellSouth will correct any deviations to ACN's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If ACN has met the fifteen (15) calendar day interval(s), billing will begin upon the date of ACN's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that ACN fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by ACN on the Space Ready Date and billing will commence from that date. If ACN decides to occupy the space prior to the Space Ready Date, the date ACN occupies the space becomes the new Space Acceptance Date and billing begins from that date. ACN must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, ACN's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, ACN may terminate occupancy in a particular Remote Collocation Space by submitting an Application requesting termination of occupancy; such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date ACN and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that ACN signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and ACN jointly conduct an inspection which confirms that ACN has corrected the discrepancies. An Application Fee will not apply for termination of

occupancy. BellSouth may terminate ACN's right to occupy the Remote Collocation Space in the event ACN fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, ACN at its expense shall remove its equipment and other property from the Remote Collocation Space. ACN shall have thirty (30) calendar days from the Bona Fide Firm Order ("BFFO") Application Date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of ACN's Guest(s), unless ACN's Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the documentation required by BellSouth prior to such removal date. ACN shall continue payment of monthly fees to BellSouth until such date as ACN, and if applicable ACN's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should ACN or ACN's Guest(s) fail to vacate the Remote Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of ACN or ACN's Guest(s), in any manner that BellSouth deems fit, at ACN's expense and with no liability whatsoever for ACN's or ACN's Guest(s)'s property. Upon termination of ACN's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and ACN shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the ACN except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts ACN's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including but not limited to Record Drawings and ERMA Records. ACN shall be responsible for the cost of removing any ACN constructed enclosure, together with all support structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocation Space must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized

databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on ACN's failure to comply with this Section.

5.1.2.1 All ACN equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.

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

5.2 ACN shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

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

5.4 Entrance Facilities. ACN may elect to place ACN-owned or ACN-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. ACN will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. ACN must contact BellSouth for instructions prior to placing the entrance facility cable. ACN is responsible for maintenance of the entrance facilities.

5.4.1 Shared Use. ACN may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to ACN's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. ACN must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to splice the ACN provided riser cable to the spare capacity on the entrance facility. If ACN desires to allow another telecommunications carrier to use its entrance facilities, then that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from ACN for BellSouth to splice that telecommunications carrier's provided riser cable to the spare capacity on ACN's entrance facility.

5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between ACN's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. ACN or its agent must perform all required maintenance to ACN equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.

5.6 ACN's Equipment and Facilities. ACN, or if required by this Attachment, ACN'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 ACN which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. ACN and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications. Except in case of emergency, BellSouth will give notice to ACN at least forty-eight (48) hours before access to the Remote Collocation Space is required. ACN may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that ACN will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 12, ACN shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. ACN agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of ACN or ACN's Guests to be provided with access

keys or cards ("Access Keys") prior to the issuance of said Access Keys using form RF-2906-C "CLEC and CLEC Certified Supplier Access Request and Acknowledgement". Key acknowledgement forms, "Collocation Acknowledgement Sheet" for access cards and "Key Acknowledgement Form" for keys, must be signed by ACN and returned to BellSouth Access Management within fifteen (15) calendar days of ACN's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. ACN agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of ACN's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with ACN or upon the termination of this Attachment or the termination of occupancy of an individual Remote Collocation Space arrangement.

5.8.1 BellSouth will permit one accompanied site visit to ACN's designated collocation arrangement location after receipt of the BFFO without charge to ACN. ACN must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date ACN desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, ACN may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event ACN desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit ACN to access the Remote Collocation Space accompanied by a security escort at ACN's expense. ACN must request escorted access at least three (3) business days prior to the date such access is desired.

5.9 Lost or Stolen Access Keys. ACN shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), ACN shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, ACN shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4)creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of ACN violates the provisions of this paragraph, BellSouth shall give written notice to ACN, which notice shall direct ACN to cure the violation within forty-eight

(48) hours of ACN's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if ACN fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to ACN's equipment. BellSouth will endeavor, but is not required, to provide notice to ACN prior to taking such action and shall have no liability to ACN for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and ACN 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 ACN or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, ACN shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.11 Personalty and its Removal. Facilities and equipment placed by ACN in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by ACN at any time. Any damage caused to the Remote Collocation Space by ACN's employees, agents or representatives shall be promptly repaired by ACN at its expense.

5.11.1 If ACN decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill ACN an Administrative Only

Application Fee as set forth in Exhibit B for these changes. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response.

5.12 Alterations. In no case shall ACN or any person acting on behalf of ACN make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by ACN. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

5.13 Upkeep of Remote Collocation Space. ACN shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. ACN shall be responsible for removing any ACN debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6. Ordering and Preparation of Remote Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to ACN and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof

6.2 Remote Site Application. When ACN or ACN's Guest(s) desires to install a bay/rack in a Remote Site Location, ACN shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed on the date that BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and an application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.10, within an existing bay/rack does not require an application.

6.3 Availability of Space. Upon submission of an application, BellSouth will permit ACN to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in

accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify ACN of the amount that is available.

6.4 Space Availability Notification.

6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify ACN of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by ACN or differently configured no application fee shall apply. If ACN decides to accept the available space, ACN must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed.

6.4.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be billed by BellSouth on the date that BellSouth provides an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by ACN or differently configured, if ACN decides to accept the available space, ACN must amend its application to reflect the actual space available prior to submitting a BFFO.

6.4.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify ACN 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 ACN or differently configured no application fee shall apply. If ACN decides to accept the available space, ACN must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.

6.5 Denial of Application. If BellSouth notifies ACN that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying ACN that

BellSouth has no available space in the requested Remote Site Location, BellSouth will allow ACN, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit ACN to inspect any plans or diagrams that BellSouth provides to the Commission.

6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.

6.7.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of the telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

6.7.2 When space becomes available, ACN must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If ACN has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, ACN may refuse such space and notify BellSouth in writing within that time that ACN wants to maintain its place on the waiting list without accepting such space. ACN may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If ACN does not submit such an application or notify BellSouth in

writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove ACN from the waiting list. Upon request, BellSouth will advise ACN as to its position on the list.

6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.

6.9 Application Response.

6.9.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable ACN to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When ACN submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.9.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.9.3 In Louisiana, when space has been determined to be available, BellSouth will respond with an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10 Application Modifications.

6.10.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of ACN or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge ACN a full application fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.10.2 Bona Fide Firm Order.

6.10.3 ACN shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to ACN's Bona Fide application or the application will expire.

6.10.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of ACN's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to Remote Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and ACN cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.

7.1.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions shall include, but not limited to, major BellSouth equipment rearrangement or

addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.3 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide ACN with the estimated completion date in its Response.

7.3 Joint Planning. Joint planning between BellSouth and ACN will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to ACN during joint planning.

7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

7.5 Acceptance Walkthrough. ACN will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying ACN that the Remote Collocation Space is ready for occupancy. In the event that ACN fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by ACN on the Space Ready Date. BellSouth will correct any deviations to ACN's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.

7.6 Use of BellSouth Certified Supplier. ACN shall select a supplier which has been approved by BellSouth to perform all engineering and installation work ACN and ACN's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

In some cases, ACN must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide ACN with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing ACN's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and ACN upon successful completion of installation. The BellSouth Certified Supplier shall bill ACN directly for all work performed for ACN pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to ACN or any supplier proposed by ACN and will not unreasonably withhold certification. All work performed by or for ACN shall conform to generally accepted industry standards.

7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. ACN shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service ACN's Remote Collocation Space. Upon request, BellSouth will provide ACN with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by ACN. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

7.8 Virtual Remote Collocation Space Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, ACN may relocate its virtual Remote Collocation arrangements to physical Remote Collocation Space arrangements and pay the appropriate fees for physical Remote Collocation Space and for the rearrangement or reconfiguration of services terminated in the virtual Remote Collocation Space arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Collocation Space may become available at the location requested by ACN, such information will be provided to ACN in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to ACN within one hundred eighty (180) calendar days of BellSouth's written denial of ACN's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) ACN was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) calendar days, then ACN may relocate its virtual Remote Collocation Space arrangement to a physical Remote Collocation Space arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. ACN must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to physical collocation within ninety (90) calendar days.

7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill ACN an Administrative Only Application Fee as set forth in Exhibit B for these charges on the date that BellSouth provides an Application Response.

7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.

7.10 Cancellation. If, at any time prior to space acceptance, ACN cancels its order for the Remote Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun. In Georgia, if ACN cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill ACN for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.

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

7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

8.1 Recurring Charges. If ACN has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that ACN fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If ACN

occupies the space prior to the Space Ready Date, the date ACN occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.

8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

8.2.1 In Tennessee, the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by ACN. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power ACN's equipment. ACN shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.

8.4 Power. BellSouth shall make available –48 Volt (-48V) DC power for ACN's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at ACN's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for ACN's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by ACN's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from ACN certifying the completion of the power reduction, including the removal of the power cabling by ACN's BellSouth Certified Supplier.

8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by ACN's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. ACN'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 ACN's option, ACN may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.5 Security Escort. A security escort will be required whenever ACN or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and ACN shall pay for such half-hour charges in the event ACN fails to show up.

8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

9.1 ACN shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 ACN shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

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

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of ACN's real and personal property situated on or within BellSouth's Remote Site Location.

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

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to ACN to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

9.5 ACN shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. ACN shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from ACN's insurance company. ACN shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

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

9.7 Self-Insurance. If ACN's net worth exceeds five hundred million dollars ($500,000,000), ACN 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. ACN shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to ACN in the event that self-insurance status is not granted to ACN. If BellSouth approves ACN for self-insurance, ACN shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of ACN's corporate officers. The ability to self-insure shall continue so long as ACN meets all of the requirements of this Section. If ACN subsequently no longer satisfies this Section, ACN is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.

9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to ACN to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

10. Mechanics Liens

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

11. Inspections

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

12. Security and Safety Requirements

12.1 Unless otherwise specified, ACN will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ACN employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the ACN 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. ACN shall not be required to perform this investigation if an affiliated company of ACN has performed an investigation of the ACN employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if ACN has performed a pre-employment statewide investigation of criminal history records of the ACN employee for the states/counties where the ACN employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 ACN will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

12.3 ACN shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and ACN's name. BellSouth reserves the right to remove from its Remote Site Location any employee of ACN not possessing identification issued by ACN or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. ACN shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. ACN shall be solely responsible for ensuring that any Guest(s) of ACN is in compliance with all subsections of this Section.

12.4 ACN shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. ACN shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any ACN personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that ACN chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, ACN may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

12.4.1 ACN shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.4.2 ACN shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each ACN employee or agent hired by ACN within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, ACN shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, ACN will disclose the nature of the convictions to BellSouth at that time. In the alternative, ACN may certify to BellSouth that it shall

not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.5.1 For all other ACN employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, ACN shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

12.6 At BellSouth's request, ACN shall promptly remove from BellSouth's Remote Site Location any employee of ACN BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of ACN is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Security Violations. BellSouth reserves the right to interview ACN's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to ACN's Security representative of such interview. ACN and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving ACN's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill ACN for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that ACN's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill ACN for BellSouth property, which is stolen or damaged where an investigation determines the culpability of ACN's employees, agents, or suppliers and where ACN agrees, in good faith, with the results of such investigation. ACN shall notify BellSouth in writing immediately in the event that the ACN discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. ACN shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.

12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth

Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for ACN's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ACN'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 ACN, 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. ACN may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If ACN' s acceleration of the project increases the cost of the project, then those additional charges will be incurred by ACN. Where allowed and where practical, ACN may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, ACN shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for ACN's permitted use, until such Remote Collocation Space is fully repaired and restored and ACN's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where ACN has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, ACN shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

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

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and ACN 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 ACN 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. ACN should contact 1-800-743-6737 for any BellSouth MSDS required.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ACN to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. ACN will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by ACN when operating in the BellSouth Remote Site Location.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ACN space with proper notification. BellSouth reserves the right to stop any ACN work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by ACN are owned by ACN. ACN 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 ACN or different hazardous materials used by ACN at the BellSouth Remote Site Location. ACN must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site Location.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by ACN to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and ACN 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 ACN will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, ACN 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 ACN shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, ACN 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. ACN further agrees to cooperate with BellSouth to ensure that ACN'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 ACN, its employees, agents and/or suppliers.

2.1.1 The most current version of reference documentation must be requested from ACN's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC

		Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact ATCC Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	• –Procurement Manager (CRES Related Matters)-BST Supply Chain Services • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)

Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a remote site location which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Florida														Attachment: 4		Exhibit: C	
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																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0552	8.42	7.36				11.90				
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		2,597.00									
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		2,236.00									
		Physical Collocation Administrative Only - Application Fee	I		CLO	PE1BL		742.00									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		288.93									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	92.55										
		Physical Collocation - Cable Installation per Cable			CLO	PE1BD		1,750.00		45.16							
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.86										
		Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	18.96										
		Physical Collocation - Power, per Fused Amp			CLO	PE1PL	7.80										
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.43									
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.38										
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.77										
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.15										
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.30										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0276	8.22	7.22	5.74	4.58						
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0552	8.42	7.36	5.90	4.66						
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.32	27.77	15.52	5.93	4.77						

COLLOCATION - Florida														Attachment: 4		Exhibit: C	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	16.81	25.48	14.05	7.77	5.01						
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.34	41.94	30.52	13.91	11.16						
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.92	51.30	39.87	18.29	15.54						
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	189.45										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.58										
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0105										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0577	55.80									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.65									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.75									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.30									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.30									
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,159.00									
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.00										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.00										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	0.00										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	0.00										

COLLOCATION - Florida													Attachment: 4		Exhibit: C	
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
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	0.00										
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	0.00										
	Physical Collocation - Request Resend of CFA Information, per CLLI	I		CLO	PE1C9		77.54									
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		1,525.00	980.22	267.08							
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		656.50	656.50	379.78							
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.66	9.66	11.84	11.84						
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		4.52	4.52	5.54	5.54						
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		15.82	15.82	19.40	19.40						
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		169.67	169.67	154.89	154.89						
	Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ		10.89									
	Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ		13.64									
	Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ		16.40									
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.99	21.54								
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.27	27.82								
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.55	34.10								
	V to P Conversion, Per Customer Request-Voice Grade	I		CLO	PE1BV		33.00									
	V to P Conversion, Per Customer Request-DS0	I		CLO	PE1BO		33.00									
	V to P Conversion, Per Customer Request-DS1	I		CLO	PE1B1		52.00									
	V to P Conversion, Per Customer request-DS3	I		CLO	PE1B3		52.00									
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured	I		CLO	PE1BR		23.00									
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured	I		CLO	PE1BP		23.00									
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured	I		CLO	PE1BS		33.00									
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured	I		CLO	PE1BE		37.00									
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof	I		CLO	PE1B7		592.00									
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0014										
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT		584.11									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1635										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.11										

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: C Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit: C Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0213	24.69	23.69	11.77	10.62						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0426	24.88	23.83	12.04	10.80						
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.22	44.24	31.98	12.07	10.91						
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	16.56	41.94	30.52	13.91	11.15						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.36	51.30	39.87	18.29	15.54						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,785.00									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.38										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.77										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.15										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.30										
	Adjacent Collocation - Cable Support Structure per Entrance Cable	I		CLOAC	PE1PM	18.96										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.91		328.81							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.49										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.30									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.69									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.41									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.51									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee/Planning Fee Initial Request			AMTFS	EAF		4,122.00					11.90				
	Virtual Collocation - Application Fee/Planning Fee Additional Entrance Cable Request			AMTFS	EAF		1,249.00					11.90				
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX	12.45	965.00					11.90				
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.25										
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0502	11.57	11.57				11.90				
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0502	11.57	11.57				11.90				
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	6.71	2,431.00					11.90				

COLLOCATION - Florida													Attachment: 4		Exhibit: C	
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.71	2,431.00					11.90				
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	7.50	155.00	14.00				11.90				
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83				11.90				
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS,CLO	VE1CB	0.0028										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS, CLO	VE1CD	0.0041										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.54					11.90				
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.54					11.90				
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,525.00	1,525.00	267.08	267.08						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.50	656.50	379.78	379.78						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.66	9.66	11.84	11.84						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52	4.52	5.54	5.54						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.82	15.82	19.40	19.40						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.67	169.67	154.89	154.89						
	Virtual collocation - Security Escort - Basic, per quarter hour			AMTFS	SPTBQ		10.89					11.90				
	Virtual collocation - Security Escort - Overtime, per quarter hour			AMTFS	SPTOQ		13.64					11.90				
	Virtual collocation - Security Escort - Premium, per quarter hour			AMTFS	SPTPQ		16.40					11.90				
	Virtual Collocation - 2-wire Cross Connects (loop), per ckts			AMTFS	VE1R2	0.05	11.57					11.90				
	Virtual Collocation - 4-wire Cross Connects (loop), per ckts			AMTFS	VE1R4	0.05	11.57					11.90				
	Virtual Collocation - DS-1/DCS Cross Connects, PER CKTS			AMTFS	VE11S	8.09	69.64					11.90				
	Virtual Collocation - DS-1.DSX Cross Connects, PER CKTS			AMTFS	VE11X	0.41	69.64					11.90				
	Virtual Collocation - DS-3/DCS Cross Connects, PER CKT			AMTFS	VE13S	59.67	528.00					11.90				
	Virtual Collocation - DS-3/DSC Cross Connects, PER CKT			AMTFS	VE13X	10.06	528.00					11.90				
	Virtual collocation - Maintenance in CO - Basic, per quarter hour			AMTFS	SPTRE		10.89					11.90				
	Virtual collocation - Maintenance in CO - Overtime, per quarter hour			AMTFS	SPTOE		13.64					11.90				
	Virtual collocation - Maintenance in CO - Premium per quarter hour			AMTFS	SPTPE		16.40					11.90				
VIRTUAL COLLOCATION																
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0502	11.57	11.57				11.90				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0502	11.57	11.57				11.90				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0502	11.57	11.57				11.90				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0502	11.57	11.57				11.90				

COLLOCATION - Florida														Attachment: 4		Exhibit: C	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0502	11.57	11.57				11.90				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0502	11.57	11.57				11.90				
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0502	11.57	11.57				11.90				
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

Optional Daily Usage File

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

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

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

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

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

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

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

6.1 ODUF Message to be Transmitted

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

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Credit/Cancel Records
- Usage for Voice Mail Message Service

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

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

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

6.2 ODUF Physical File Characteristics

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

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

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

6.3 ODUF Packing Specifications

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

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

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection

6.4.1 ACN will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. ACN will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to ACN by BellSouth.

6.5 ODUF Control Data

ACN will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate ACN received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by ACN for reasons stated in the above section.

6.6 ODUF Testing

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

Enhanced Optional Daily Usage File

1. Upon written request from ACN, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to ACN pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. ACN 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 ACN's monthly bills. EODUF charges are billed at the EODUF rates that are in effect at the end of the previous month. The charges are as set forth in Exhibit E to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of ACN will be the responsibility of ACN. If, however, ACN should encounter significant volumes of errored messages that prevent processing by ACN within its systems, BellSouth will work with ACN to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the EODUF feed.

7.1 Usage To Be Transmitted

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

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

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

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

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

7.2 Physical File Characteristics

7.2.1 The EODUF feed will be distributed to ACN via Connect: Direct, Secure File Transfer Protocol (FTP)or another mutually agreed medium. The EODUF messages will be intermingled among ACN's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday.

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

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

7.3 Packing Specifications

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

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

The data will be packed using ATIS EMI Records.

ODUF/ADUF/EODUF/CMDS - Florida													Attachment: 7		Exhibit: 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
ODUF/ADUF/OEDUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.001656										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001245										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0000071										
	ODUF: Message Processing, per message				N/A	0.002146										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.91										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010375										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.080698										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															