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BELLSOUTH

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04 JUN 29 PM 4:30
COMMISSION CLERK

June 29, 2004

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

Re: Approval of Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. and Smart City Solutions, LLC

Dear Ms. Bayo:

Please find enclosed for filing and approval, the original and two copies of the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. (BellSouth) and Smart City Solutions, LLC

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

Very truly yours,

Marshall M Criser III/RH
Regulatory Vice President

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
07107 JUN 29 ♣
FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

Customer Name: Smart City Solutions, LLC

Interconnection Agreement

Between

BellSouth Telecommunications, Inc.

and

Smart City Solutions, LLC

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General Terms and Conditions

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AGREEMENT
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Smart City Solutions, LLC (SCS), a Florida limited liability corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or SCS or both as a "Party" or "Parties."

W I T N E S S E T H

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

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

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

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

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

Definitions

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

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

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

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

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

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

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

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

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

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

1. CLEC Certification

1.1 Prior to execution of this Agreement, SCS agrees to provide BellSouth in writing SCS' CLEC certification for Florida prior to BellSouth filing this Agreement with the Commission for approval.

2. Term of the Agreement

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

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

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

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

3. Operational Support Systems

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

4. Parity

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

5. White Pages Listings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *Liability and Indemnification*

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

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

7.3 Limitation of Liability

7.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or

omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

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

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

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

7.4 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the

content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

7.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

8. Intellectual Property Rights and Indemnification

8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.

8.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

8.3 Intellectual Property Remedies

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

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

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

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

8.3.2.3 In the event Section 8.3.2.1 or 8.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

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

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

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

9. Proprietary and Confidential Information

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

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

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

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

9.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

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

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

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

10. Resolution of Disputes

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

11. Taxes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional

information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

12. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by SCS, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

13. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to SCS any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted.

14. Modification of Agreement

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

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

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

15. Non-waiver of Legal Rights

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

16. Indivisibility

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

17. Waivers

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

18. Governing Law

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

19. Assignments

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

20. Notices

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

BellSouth Telecommunications, Inc.

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

and

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

Smart City Solutions, LLC

Attn: Lynn B. Hall
P. O. Box 22856
Lake Buena Vista, FL 32830-2856
lbhall@smartcity.com

and

Attn: William D. Hutttenhower
P. O. Box 22856
Lake Buena Vista, FL 32830-2856
bhuttenhower@smartcity.com

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

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

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

21. Rule of Construction

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

22. Headings of No Force or Effect

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

23. Multiple Counterparts

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

24. Filing of Agreement

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

25. Compliance with Applicable Law

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

26. Necessary Approvals

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

27. Good Faith Performance

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

28. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to SCS as a requesting carrier under the Act).

29. Rate True-Up

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

29.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of this Agreement.

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

30. Survival

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

31. Entire Agreement

31.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 31.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and SCS acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

31.2 This Agreement includes Attachments with provisions for the following:

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

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

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

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

BellSouth Telecommunications, Inc.	**Smart City Solutions, LLC**
By:	By:
Name: Kristen E. Rowe	Name: Allen E. Sims
Title: Director	Title: Chief Operating Officer
Date: 2/12/04	Date: February 4, 2004

Attachment 1

Resale

Table of Contents

RESALE

1. Discount Rates

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

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

2. Definition of Terms

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

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

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

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

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

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

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

3. General Provisions

3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and

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

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

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

3.2.1 SCS must resell services to other End Users.

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

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

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

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

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

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

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

3.7 Where BellSouth provides resold services to SCS, BellSouth will provide SCS with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. SCS acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. SCS acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier (CLLI) code; and in such instances, SCS shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

3.8 BellSouth will allow SCS to designate up to 100 intermediate telephone numbers per CLLI code, for SCS' sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. SCS acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

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

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

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

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

3.13 If SCS or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, SCS has the responsibility to notify BellSouth.

BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

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

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

3.16 Service Ordering and Operational Support Systems (OSS)

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

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

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

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

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

- Message Waiting Indicator (MWI), stutter dialtone and message waiting light feature capabilities
- Call Forward Busy Line (CF/B)
- Call Forward Don't Answer (CF/DA)

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

3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for SCS per the BFR/NBR process as set forth in Attachment 11 of this Agreement.

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

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

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

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

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

4. BellSouth's Provision of Services to SCS

4.1 Resale of BellSouth services shall be as follows:

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

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

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

deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

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

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

4.4 If SCS cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's GSST and PLST.

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

4.5.1 BellSouth will in some instances provision resold services in accordance with the GSST and PLST jointly with an Independent Company or other CLEC.

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

4.5.3 Service terminating in an Independent Company or other CLEC area will be provisioned and billed by the Independent Company or other CLEC directly to SCS.

4.5.4 SCS must establish a billing arrangement with the Independent Company or other CLEC prior to assuming an end user account where such circumstances apply.

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

5. Maintenance of Services

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

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

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

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

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

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

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

6. Establishment of Service

6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, SCS will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services (master account). SCS is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA) and a deposit and tax exemption certificate, if applicable.

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

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

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

7. Discontinuance of Service

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

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

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

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

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

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

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

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

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

8.2.1. Process 0+ and 0- dialed local calls

8.2.2 Process 0+ and 0- intraLATA toll calls.

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

8.2.4 Process person-to-person calls.

8.2.5 Process collect calls.

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

8.2.7 Process station-to-station calls.

8.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

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

8.2.10 Process operator-assisted directory assistance calls.

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

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

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

8.2.14 Direct customer account and other similar inquiries to the customer service center designated by SCS.

8.2.15 Provide call records to SCS in accordance with ODUF standards.

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

8.4 Directory Assistance Service

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

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

8.4.3 Directory Assistance Service Updates

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

8.4.3.1.1 New end user connections
8.4.3.1.2 End user disconnections
8.4.3.1.3 End user address changes

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

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

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

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

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

8.5.4 Where available, SCS specific and unique LLCs are programmed in each BellSouth end office switch where SCS intends to service end users with customized OCP/DA branding. The LCCs specifically identify SCS' 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 SCS intends to provide SCS-branded OCP/DA to its end users in these multiple rate areas.

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

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

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

9. Line Information Database (LIDB)

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

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

10. RAO Hosting

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

11. Optional Daily Usage File (ODUF)

11.1 The ODUF Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for ODUF are as set forth in Exhibit E.

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

12. Enhanced Optional Daily Usage File (EODUF)

12.1 The EODUF service Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for EODUF are as set forth in Exhibit E.

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

Exhibit A

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

	Type of Service	FLORIDA	
		Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes
2	Promotions - > 90 Days (Note 2)	Yes	Yes
3	Promotions - ≤ 90 Days (Note 2)	Yes	No
4	Lifeline/Link Up Services	Yes	Yes
5	911/E911 Services	Yes	Yes
6	N11 Services	Yes	Yes
7	MemoryCall® Service	Yes	No
8	Mobile Services	Yes	No
9	Federal Subscriber Line Charges	Yes	No
10	Nonrecurring Charges	Yes	Yes
11	End User Line Chg- Number Portability	Yes	No
12	Public Telephone Access Svc (PTAS)	Yes	Yes
13	Inside Wire Maintenance Service Plan	Yes	No

Applicable Notes:

1. **Grandfathered** services can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.
3. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

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

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

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

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

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

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

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

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

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

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

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

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

II. General

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

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

1. Billed Number Screening

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

2. Calling Card Validation

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

3. OLNS

   BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of SCS 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 SCS 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 SCS of fraud alerts so that SCS 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 SCS pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to SCS for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

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

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

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

IV. Fees for Service and Taxes

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

Optional Daily Usage File

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

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

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

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

- 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 SCS.

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

6.2 ODUF Physical File Characteristics

6.2.1 ODUF will be distributed to SCS 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 SCS for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, SCS will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. SCS 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 SCS. Additionally, all message toll charges associated with the use of the dial circuit by SCS will be the responsibility of SCS. 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 SCS end for the purpose of data transmission will be the responsibility of SCS.

6.2.3 If SCS utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of SCS.

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 SCS which BellSouth RAO is sending the

message. BellSouth and SCS will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by SCS and resend the data as appropriate.

The data will be packed using ATIS EMI records.

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

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

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

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

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

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

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

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

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

7.2 Physical File Characteristics

7.2.1 The EODUF feed will be distributed to SCS via Connect: Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The EODUF messages will be intermingled among SCS' ODUF messages. EODUF will be a variable block format. The data on EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday.

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

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

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

The data will be packed using ATIS EMI Records.

RESALE DISCOUNTS AND RATES - Florida														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					21.83										
		Business %					16.81										
		CSAs %					16.81										
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the Commissions. The OSS charges currently contained in this exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
		OSS-Electronic Service Order Charge, Per Local Service Request (LSR)-Resale Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						93.55	93.55	12.71	12.71						
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000071										
		ODUF: Message Processing, per message					0.002146										
		ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.080698										

Attachment 2

Network Elements and Other Services

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

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

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

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

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

1.6 Except to the extent required by the Report and Order on Remand and Further Notice of Proposed Rulemaking (rel. Aug. 21, 2003) (TRO), any Network Elements that no longer require unbundling on a national level will no longer be available pursuant to this Agreement.

1.7 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled Network Element, or combination of elements that is available to SCS under Section 251(c)(3) of the Telecommunications Act of 1996. Nonrecurring (NRC) switch-as-is rates for conversion of Network Elements are contained in Exhibit A of this Attachment. Conversion of a wholesale service or group of wholesale services shall be considered termination for purposes of any volume and/or term commitments

and/or grandfathered status between SCS and BellSouth. Any change from a wholesale service to a Network Element that requires a physical rearrangement of the Network Element will not be considered a conversion for purposes of this Agreement.

1.8 Except to the extent expressly provided otherwise in this Attachment, for elements or combinations of elements that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement (for example, but not limited to, local channels or non-compliant EELs), SCS will submit orders to rearrange or disconnect those arrangements or services within thirty (30) calendar days of the Effective Date of this Agreement. If orders to rearrange or disconnect those arrangements or services are not received by the 31st day after the Effective Date of this Agreement, BellSouth may disconnect those arrangements or services without further notice. Where no re-termination or physical rearrangement of circuits or service is required, SCS will be charged a NRC switch-as-is charge for the individual Network Element(s) as set forth in Exhibit A. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, NRC charges for the applicable Network Element from Exhibit A of this Attachment will apply. To the extent a Network Element requires re-termination or other physical rearrangement in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply.

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

1.8.2 Except to the extent expressly provided otherwise in this Attachment, if a Network Element is not readily available but can be made available through routine network modifications, as defined by the FCC, SCS may request BellSouth to perform such routine network modifications. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment by SCS, BellSouth shall perform the routine network modifications.

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

1.9 Commingling of Services

1.9.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more telecommunications services or facilities that SCS has obtained at wholesale from BellSouth, or the

combining of a Network Element or Network Element combination with one or more such wholesale telecommunications services or facilities.

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

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

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

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

1.11 Rates

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

1.11.2 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.

1.11.3 If SCS 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 SCS in accordance with FCC No. 1 Tariff, Section 5.

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

2 Unbundled Loops

2.1 General

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

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

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

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

2.1.1.4 Furthermore, in FTTH overbuild areas, BellSouth is not obligated to ensure that copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by SCS. If a request is received by BellSouth for a copper Loop, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

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

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

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

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

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

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

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

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

2.1.6 **Loop Testing/Trouble Reporting**

2.1.6.1 SCS will be responsible for testing and isolating troubles on the Loops. SCS must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before

reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, SCS will be required to provide the results of the SCS test which indicate a problem on the BellSouth provided Loop.

2.1.6.2 Once SCS has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its End Users.

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

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

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

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

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

Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

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

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

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

2.1.8.3 The Loops converted to SCS 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.

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

2.1.9 **Bulk Migration**

2.1.9.1 If SCS requests to migrate twenty-five (25) or more UNE-Port/Loop Combination (UNE-P) customers to UNE-Loop (UNE-L) in the same Central Office on the same due date, SCS must use the Bulk Migration process, which is described in the BellSouth CLEC Information Package, "UNE-Port/Loop Combination (UNE-P) to UNE-Loop (UNE-L) Bulk Migration." This CLEC Information package, incorporated herein by reference as it may be amended from time to time, is located at www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the NRC rates associated with the Loop

type being requested on the Bulk Migration, as set forth in Exhibit A of this Attachment. Additionally, OSS charges will also apply per LSR generated per customer account as provided for in the Bulk Migration Request. The migration of loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 2.6 of this Attachment.

2.1.10 **Ordering Guidelines and Processes**

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

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

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

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

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

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

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

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by SCS. SCS may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document

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

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

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

2.3 **Unbundled Digital Loops**

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

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

2.3.2.1 2-wire Unbundled ISDN Digital Loop
2.3.2.2 2-wire Unbundled ADSL Compatible Loop
2.3.2.3 2-wire Unbundled HDSL Compatible Loop
2.3.2.4 4-wire Unbundled HDSL Compatible Loop
2.3.2.5 4-wire Unbundled DS1 Digital Loop
2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
2.3.2.7 DS3 Loop
2.3.2.8 STS-1 Loop

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

2.3.3.1 Upon the Effective Date of this Agreement, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will

be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UDCs that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by SCS or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated. SCS may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.

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

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

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

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

2.3.8 DS3 Loop. This is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.9 STS-1 Loop. This is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at

a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

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

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

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

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

2.4 **Unbundled Copper Loops (UCL)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5.7 If SCS requests ULM on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility with ULM if feasible. The loop provisioned will meet or exceed

specifications of the requested loop facility as modified. SCS will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.

2.5.8 SCS 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 SCS desires BellSouth to condition.

2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for SCS, SCS will submit a service inquiry to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by SCS is available at the location for which the ULM was requested, SCS 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, SCS 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 SCS has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to SCS. 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 SCS (e.g. hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

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

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

2.7 **Network Interface Device**

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

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

2.7.2 BellSouth shall permit SCS to connect SCS' 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 SCS may access the End User's customer premises wiring by any of the following means and SCS 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 SCS 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 SCS 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 SCS' responsibility to ensure there is no safety hazard, and SCS 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 SCS shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 SCS 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 SCS 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 SCS' NID.

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

2.8 **Sub-loop Elements**

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

2.8.2 **Unbundled Sub-Loop Distribution**

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

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

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

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

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

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

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

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

2.8.2.6 Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by SCS is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet SCS' request, then BellSouth will perform the site set-up as described in the CLEC

Information Package, located at the website address:
http://www.interconnection.bellsouth.com/products/html/unes.html.

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

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

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

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

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

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

2.8.3.3 Requirements

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

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

2.8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, SCS 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 SCS for each pair activated commensurate to the price specified in SCS' Agreement.

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

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

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

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

2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the

Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

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

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

2.8.4 **Unbundled Sub-Loop Feeder**

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

2.8.5 **Unbundled Loop Concentration**

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

2.8.6 **Dark Fiber Loop**

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

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

2.8.6.3 Requirements

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

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

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

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

2.9 Loop Makeup

2.9.1 Description of Service

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

2.9.1.2 BellSouth will provide SCS 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 SCS as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

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

2.9.1.5 SCS 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 SCS 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 SCS' ability to provide advanced data services over the ordered Loop type. Further, if SCS 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. SCS 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 SCS may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if SCS needs further Loop information in order to determine Loop service capability, SCS may initiate a separate Manual Service Inquiry for a separate NRC charge as set forth in Exhibit A of this Attachment.

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

2.9.3 **Loop Reservations**

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

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

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

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

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

3 Line Sharing

3.1 *General*

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

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

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

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

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

3.1.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow SCS 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. SCS shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

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

3.1.8 BellSouth will provide Loop Modification to SCS on an existing Loop in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice

service. If SCS requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, SCS shall pay for the Loop to be restored to its original state.

3.1.9 Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and SCS desires to continue providing xDSL service on such Loop, SCS shall be required to purchase a full stand-alone Loop UNE. To the extent commercially practicable, BellSouth shall give SCS notice in a reasonable time prior to disconnect, which notice shall give SCS 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 SCS purchases the full stand-alone Loop, SCS may elect the type of Loop it will purchase. SCS will pay the appropriate recurring and NRC rates for such Loop as set forth in Exhibit A to this Attachment. In the event SCS purchases a voice grade Loop, SCS acknowledges that such Loop may not remain xDSL compatible.

3.1.10 If SCS reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge SCS for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit A of this Attachment.

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

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

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

3.2.1.1 To order High Frequency Spectrum on a particular Loop, SCS 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 SCS 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 SCS' submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth CRSG.

3.2.1.3 Once a splitter is installed on behalf of SCS in a central office in which SCS is located, SCS shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and SCS shall pay the

electronic or manual ordering charges as applicable when SCS 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 SCS' data.

3.3 **BellSouth Provided Splitter – Line Sharing**

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

3.3.2 BellSouth will install the splitter in (i) a common area close to SCS' collocation area, if possible; or (ii) in a BellSouth relay rack as close to SCS' DS0 termination point as possible. SCS 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 SCS 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 SCS DS0 at such time that a SCS End User's service is established.

3.4 **CLEC Provided Splitter – Line Sharing**

3.4.1 SCS may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. SCS 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 SCS in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. SCS may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.5 **Ordering – Line Sharing**

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

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

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

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

3.6 **Maintenance and Repair – Line Sharing**

3.6.1 SCS shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If SCS is using a BellSouth owned splitter, SCS 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 SCS provides its own splitter, it may test from the collocation space or the Termination Point.

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

3.6.3 SCS shall inform its End Users to direct data problems to SCS, 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 SCS, BellSouth will notify SCS. SCS will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, SCS will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue SCS' access to the High Frequency Spectrum

on such Loop. BellSouth will not be responsible for any loss of data as a result of this action.

3.7 **Line Splitting**

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

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

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

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

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

3.7.6 When End Users on Loops using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing SCS 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 SCS or its authorized agent to determine if the Loop is compatible for Line Splitting Service. SCS or its authorized agent may use the existing Loop unless it is not compatible with the Data LEC's data service and SCS 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 SCS or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross connection connecting the Loop to the collocation space; a second collocation cross connection from the collocation space connected

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

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

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

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

3.9 Ordering – Line Splitting

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

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

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

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

3.9.5 BellSouth will provide Loop modification to SCS 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 ULM 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. NRC rates for this offering are as set forth in Exhibit A of this Attachment.

3.10 Maintenance – Line Splitting

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

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

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

4 Local Switching

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

4.2 Local Circuit Switching Capability, including Tandem Switching Capability

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

4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for SCS when SCS: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of one of the following MSAs: Miami, FL; Orlando, FL; Ft. Lauderdale, FL; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that SCS is serving any End User as described in (2) above as of October 2, 2003, such arrangement may not remain in place any longer than April 1, 2004, after which such arrangement must be terminated by SCS or BellSouth shall convert such arrangement to tariff pricing. The filing of this Agreement with the applicable Commission shall constitute the filing of the joint transition plan specified by the FCC.

4.2.3 Rates for unbundled switching at the DS1 level and above or for combinations with unbundled switching at the DS1 level and above provisioned prior to the

Effective Date of this Agreement shall be those rates set forth in Exhibit A of this Attachment until April 1, 2004.

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

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

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

4.2.7 Provided that SCS 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 SCS local End User, or originated by a BellSouth local End User and terminated to a SCS 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 SCS 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 SCS shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

4.2.8 Where SCS 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 SCS End User and terminate within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A3 of BellSouth's GSST. For such local calls, BellSouth will charge SCS the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and SCS shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

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

4.2.10 **Unbundled Port Features**

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

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

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

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

4.2.11 **Remote Call Forwarding**

4.2.11.1 As an option, BellSouth shall make available to SCS 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, SCS will ensure that the following conditions are satisfied:

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

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

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

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

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

4.2.12 **Provision for Local Switching**

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

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

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

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

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

4.2.13 **Local Switching Interfaces.**

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

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

4.2.13.1.2 Coin phone signaling;

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

4.2.13.1.4 Two-wire analog interface to PBX;

4.2.13.1.5 Four-wire analog interface to PBX;

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

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

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

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

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

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

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

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

4.3 **Tandem Switching**

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

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

illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.3.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

4.4.1 Where BellSouth provides local switching to SCS, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of SCS. AIN SCR will provide SCS 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 SCS shall order AIN SCR through its Account Team and/or Local Contract Manager. AIN SCR must first be established regionally and then on a per central office per state basis.

4.4.3 AIN SCR is not available in DMS 10 switches.

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

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

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

4.4.7 The NRC End Office Establishment Charge will be billed to SCS 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 NRC End-User Establishment Charges will be billed to SCS following BellSouth's normal monthly billing cycle for this type of order.

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

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

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

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

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

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

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

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

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

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

5 Unbundled Network Element Combinations

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

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

5.2 Enhanced Extended Links (EELs)

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

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

5.2.3 By placing an order for a high-capacity EEL, SCS thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a

UNE. BellSouth shall have the right to audit SCS' high-capacity EELs as specified below.

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

5.2.5 Service Eligibility Criteria

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

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

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

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

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

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

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

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

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

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

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

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

5.3 UNE Port/Loop Combinations

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

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

5.3.3 BellSouth shall not be required to provide local circuit switching as a UNE in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Miami, FL; Orlando, FL; Ft. Lauderdale, FL; MSAs to SCS if SCS' customer has four (4) or more DS0 equivalent lines.

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

Commission shall constitute the filing of the joint transition plan specified by the FCC.

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

5.4 Rates

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

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

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

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

6 Transport, Channelization and Dark Fiber

6.1 Transport

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

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

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

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

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

6.1.2 BellSouth shall:

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

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

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

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

6.1.3 Technical Requirements of Common (Shared) Transport

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

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

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

6.2 **Dedicated Transport**

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

6.2.1.1 As capacity on a shared UNE facility.

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

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

6.2.3 SCS may obtain a maximum of twelve (12) unbundled dedicated DS3 circuits, or their equivalent, for any single route at the UNE rates set forth in Exhibit A for which dedicated DS3 transport is available as unbundled transport. Additional capacity may be purchased pursuant to the rates, terms and conditions as set forth in the applicable tariff. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

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

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

6.2.6 Technical Requirements

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

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

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

6.2.6.3.1 DS0 Equivalent;
6.2.6.3.2 DS1;
6.2.6.3.3 DS3; and
6.2.6.3.4 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

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

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

6.2.6.6 BellSouth Technical References:

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

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

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

6.3 Unbundled Channelization (Multiplexing)

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

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

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

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

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

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

6.3.3 Technical Requirements

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

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

6.4 **Dark Fiber Transport**

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

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

6.4.3 Requirements

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

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

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

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

7 Databases

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

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

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

8.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN

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

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

9 Line Information Database

9.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, SCS must purchase appropriate signaling links pursuant to Section 10 of this Attachment. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

9.2 Technical Requirements

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

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

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

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

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

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

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

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

9.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of SCS customer records will be missing from LIDB, as measured by SCS audits. BellSouth will audit SCS records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated SCS contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to SCS within one (1) business day of audit. Once reconciled records are received back from SCS, 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 SCS to negotiate a time frame for the updates, not to exceed three business days.

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

9.2.11 BellSouth shall provide SCS 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 SCS and BellSouth.

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

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

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

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

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

9.3 Interface Requirements

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

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

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

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

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

10 Signaling

10.1 BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling

systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

10.2 **Signaling Link Transport**

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

10.2.2 Technical Requirements

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

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

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

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

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

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

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

10.2.4.4 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

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

10.2.5 Interface Requirements

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

10.3 **Signaling Transfer Points**

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

10.3.2 Technical Requirements

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

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

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

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

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

10.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a SCS or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

10.4 **SS7**

10.4.1 When technically feasible and upon request by SCS, 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 SCS' SS7 network to exchange TCAP queries and responses with a SCS SCP.

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

10.4.3 Interface Requirements

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

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

10.4.3.1.2 A B-link interface from SCS local STPs.

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

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

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

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

10.4.4 Message Screening

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

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

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

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

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

10.5.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

10.5.3 Technical Requirements for SCPs/Databases

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

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

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

10.6 **Local Number Portability Database**

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

10.7 **SS7 Network Interconnection**

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

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

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

10.7.4 SS7 Network Interconnection shall provide:

10.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
10.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
10.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

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

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

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

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

10.7.9 Interface Requirements

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

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

10.7.9.1.2 B-link interface from SCS STPs.

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

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

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

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

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

11.1 The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. SCS will be required to provide BellSouth daily updates to E911 database. SCS shall

also be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to its End Users.

11.2 Technical Requirements

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

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

12 Calling Name Database Service

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

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

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

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

12.5 If SCS 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 SCS desires to query.

12.6 If SCS queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection

Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway STPs. The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.

12.7 The mechanism to be used by SCS for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by SCS in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of SCS 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 SCS CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

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

13.1 BellSouth's SCE/SMS AIN Access shall provide SCS 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 SCS. 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 SCS service logic and data from unauthorized access.

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

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

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

14 Operational Support Systems

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

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

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

14.4 Cancellation OSS Charge. SCS will incur an OSS charge for an accepted LSR that is later cancelled.

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

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

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

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEANL	UEANM		13.49									
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02									
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Non-Designed Zone 1		1	UEQ	UEQ2X	7.69	44.98	20.90	24.88	6.45						
	2 Wire Unbundled Copper Loop-Non-Designed-Zone 2		2	UEQ	UEQ2X	10.92	44.98	20.90	24.88	6.45						
	2 Wire Unbundled Copper Loop-Non-Designed-Zone 3		3	UEQ	UEQ2X	19.38	44.98	20.90	24.88	6.45						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
	Manual Order Coordination 2 Wire Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		9.00									
	Unbundled Copper Loop, Non-Design Cooper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		13.49									
	Loop Testing-Basic 1st Half Hour			UEQ	URET1		48.65	48.65								
	Loop Testing-Basic Additional Half Hour			UEQ	URETA		23.95	23.95								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog VG Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR UEPSB	UEALS	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog VG Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR UEPSB	UEABS	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog VG Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog VG Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog VG Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57						
	2 Wire Analog VG Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97	49.57	22.83	25.62	6.57						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog VG Loop- Service Level 2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog VG Loop- Service Level 2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog VG Loop- Service Level 2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	30.87	135.75	82.47	63.53	12.01						
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02					-				
	2-Wire Analog VG Loop- Service Level 2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog VG Loop- Service Level 2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog VG Loop- Service Level 2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35								
	Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog VG Loop-Zone 1		1	UEA	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog VG Loop-Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog VG Loop-Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71						
	2-Wire ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71						
	2-Wire ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71						
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.61	44.15								

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	8.30	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton-Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton-Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton-Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.19	40.39								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4X	10.86	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop-Zone 1		1	USL	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop-Zone 2		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop-Zone 3		3	USL	USLXX	178.39	313.75	181.48	61.22	13.53						
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect				OSS Rates ($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56						
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56						
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.11	49.74								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)			UCL	UREWO		97.21	42.47								
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		97.21	42.47								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils-2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA		487.23									
	Sub-Loop-Per Cross Box Location-Per 25 Pair Panel Set-Up	I		UEANL	USBSB		6.25									
	Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC		169.25									

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop-Per Building Equipment Room-Per 25 Pair Panel Set-Up	I		UEANL	USBSD		38.65									
	Sub-Loop Distribution Per 2-Wire Analog VG Loop-Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26						
	Sub-Loop Distribution Per 2-Wire Analog VG Loop-Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26						
	Sub-Loop Distribution Per 2-Wire Analog VG Loop-Zone 3		3	UEANL	USBN2	16.29	60.19	21.78	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop Distribution Per 4-Wire Analog VG Loop -Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60						
	Sub-Loop Distribution Per 4-Wire Analog VG Loop -Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60						
	Sub-Loop Distribution Per 4-Wire Analog VG Loop -Zone 3		3	UEANL	USBN4	18.58	68.83	30.42	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	3.96	51.84	13.44	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	9.37	55.91	17.51	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		48.65	48.65								
	Loop Testing-Basic Additional Half Hour			UEANL	URETA		23.95	23.95								
	2 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26						
	2 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26						
	2 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	Loop Testing-Basic 1st Half Hour			UEF	URET1		48.65	48.65								
	Loop Testing-Basic Additional Half Hour			UEF	URETA		23.95	23.95								
Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4572	18.02									
Network Interface Device (NID)																
	Network Interface Device (NID)-1-2 lines			UENTW	UND12		71.49	48.87								
	Network Interface Device (NID)-1-6 lines			UENTW	UND16		113.89	89.07								
	Network Interface Device Cross Connect-2 W			UENTW	UNDC2		7.63	7.63								
	Network Interface Device Cross Connect-4W			UENTW	UNDC4		7.63	7.63								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	NID-Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Id Establishment, Provisioning Only-No Rate			UENTW	UENCE	0.00	0.00									
	Unbundled Contract Name, Provisioning Only-No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only-no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper-no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper-no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
	Unbundled DS1 Loop-Superframe Format Option-no rate			USL	CCOSF	0.00	0.00									
	Unbundled DS1 Loop-Expanded Superframe Format option-no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop-DS3-Per Mile per month			UE3	1L5ND	10.92										
	High Capacity Unbundled Local Loop-DS3-Facility Termination per month			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - *Manual Svc* Order vs. Electronic-1st	Incremental Charge - *Manual Svc* Order vs. Electronic-Add'l	Incremental Charge - *Manual Svc* Order vs. Electronic-Disc 1st	Incremental Charge - *Manual Svc* Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	High Capacity Unbundled Local Loop-STS-1-Per Mile per month			*UDLSX*	*1L5ND*	10.92										
	High Capacity Unbundled Local Loop-STS-1-Facility Termination per month			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84						
LOOP MAKE-UP																
	Loop Makeup-Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		52.17	52.17								
	Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6784	0.6784								
LINE SHARING AND LINE SPLITTING																
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:															
	NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")															
	NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND															
	NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND															
	NOTE 1: Above will apply to USOCS: ULSDT and ULSCT															
	***NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003**															
	LINE SHARING															
	SPLITTERS-CENTRAL OFFICE BASED															
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	119.72	379.13	0.00	347.90	0.00						
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	29.93	379.13	0.00	347.90	0.00						
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	8.33	379.13	0.00	347.90	0.00						
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		173.66	0.00	97.42	0.00						
	END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING															
	Line Sharing -per Line Activation (BST Owned splitter)-OBSOLETE see **NOTE 2			ULS	ULSDC	0.61	29.68	21.28	19.57	9.61						
	Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)			ULS	ULSDT	1.99	29.68	21.28	19.57	9.61						
	Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)			ULS	ULSDT	3.98	29.68	21.28	19.57	9.61						
	Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)			ULS	ULSDT	5.97	29.68	21.28	19.57	9.61						
	Line Sharing- per Subsequent Activity per Line Rearrangement - (BST Owned Splitter)			ULS	ULSDS		21.68	16.44								
	Line Sharing- per Subsequent Activity per Line Rearrangement - (DLEC Owned Splitter)			ULS	ULSCS		21.68	16.44								
	Line Sharing- per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	20.67	12.74						
	Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)			ULS	ULSCT	1.99	47.44	19.31	20.67	12.74						
	Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)			ULS	ULSCT	3.98	47.44	19.31	20.67	12.74						
	Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)			ULS	ULSCT	5.97	47.44	19.31	20.67	12.74						
	LINE SPLITTING															
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting-per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting-per line activation BST owned-physical			UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61						
	Line Splitting-per line activation BST owned-virtual			UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61						
	MAINTENANCE															
	No Trouble Found-per 1/2 hour increments-Basic						80.00	55.00								

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		NRC Disconnect		OSS Rates ($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		No Trouble Found-per 1/2 hour increments-Overtime						120.00	82.50								
		No Trouble Found-per 1/2 hour increments-Premium						160.00	110.00								
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel-Dedicated Transport-2-Wire VG-Per Mile per month			U1TVX	1L5XX	0.0091										
		Interoffice Channel-Dedicated Transport- 2- Wire VG-Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03						
		Interoffice Channel -Dedicated Transpor t- 2-Wire VG 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						
		Interoffice Channel -Dedicated Transport-4-Wire VG-Per Mile per month			U1TVX	1L5XX	0.0091										
		Interoffice Channel -Dedicated Transport-4- Wire VG-Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03						
		Interoffice Channel-Dedicated Transport-56 kbps-per mile per month			U1TDX	1L5XX	0.0091										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03						
		Interoffice Channel-Dedicated Transport-64 kbps-per mile per month			U1TDX	1L5XX	0.0091										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03						
		Interoffice Channel-Dedicated Channel-DS1-Per Mile per month			U1TD1	1L5XX	0.1856										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05						
		Interoffice Channel -Dedicated Transport-DS3-Per Mile per month			U1TD3	1L5XX	3.87										
		Interoffice Channel-Dedicated Transport-DS3-Facility Termination per month			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56						
		Interoffice Channel-Dedicated Transport-STS-1-Per Mile per month			U1TS1	1L5XX	3.87										
		Interoffice Channel-Dedicated Transport-STS-1-Facility Termination			U1TS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56						
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month-Interoffice Channel			UDF, UDFCX	1L5DF	26.85										
		NRC Dark Fiber-Interoffice Channel			UDF, UDFCX	UDF14		751.34	193.88	356.21	230.11						
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month-Local Loop			UDF, UDFCX	1L5DL	55.04										
		NRC Dark Fiber-Local Loop			UDF, UDFCX	UDFL4		751.34	193.88	356.21	230.11						
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0006252										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4.15	0.70								
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			8.78	1.18	5.77	0.70						
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		8.78	1.18	5.77	0.70						
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.15	2.07								
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		4.85	2.78								
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		4.85	0.70								
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.15	4.15								

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		NRC Disconnect		OSS Rates ($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	8XX Access Ten Digit Screening, w/ 8FL No. Delivery, per query			OHD		0.0006252										
	8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query			OHD		0.0006252										
LINE INFORMATION DATA BASE ACCESS (LIDB)																
	LIDB Common Transport Per Query			OQT		0.0000203										
	LIDB Validation Per Query			OQU		0.0136959										
	LIDB Originating Point Code Establishment or Change			OQT, OQU	NRBPX		55.13	55.13	55.13	55.13						
SIGNALING (CCS7)																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05										
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000607										
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000152										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03						
E911 SERVICE																
	Local Channel-Dedicated-2-wr VG-Zone 1					21.94	265.84	46.97	37.63	4.00						
	Local Channel-Dedicated-2-wr VG-Zone 2					29.62	265.84	46.97	37.63	4.00						
	Local Channel-Dedicated-2-wr VG-Zone 3					57.22	265.84	46.97	37.63	4.00						
	Interoffice Transport-Dedicated-2-wr VG Per Mile					0.0091										
	Interoffice Transport-Dedicated-2-wr VG Per Facility Termination					25.32	47.35	31.78	18.31	7.03						
	Local Channel-Dedicated-DS1-Zone 1					35.28	216.65	183.54	21.47	19.05						
	Local Channel-Dedicated-DS1-Zone 2					47.63	216.65	183.54	21.47	19.05						
	Local Channel-Dedicated-DS1-Zone 3					92.01	216.65	183.54	21.47	19.05						
	Interoffice Transport-Dedicated-DS1 Per Mile					0.1856										
	Interoffice Transport-Dedicated-DS1 Per Facility Termination					88.44	105.54	98.47	21.47	19.05						
CALLING NAME (CNAM) SERVICE																
	CNAM For DB Owners-Service Establishment			OQV			25.35	25.35	19.01	19.01						
	CNAM For Non DB Owners-Service Establishment			OQV			25.35	25.35	19.01	19.01						
	CNAM For DB Owners-Service Provisioning With Point Code Establishment			OQV			1,592.00	1,177.00	352.36	259.09						
	CNAM For Non DB Owners-Service Provisioning With Point Code Establishment			OQV			546.51	393.82	358.06	259.09						
	CNAM for DB Owners, Per Query			OQV		0.001024						-				
	CNAM for Non DB Owners, Per Query			OQV		0.001024										
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93.55	93.55	12.71	12.71						
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0502	11.57	11.57	0.00	0.00						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58						
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment			SRC	SRCEC		193,444.00		7,737.00							
	End Office Establishment			SRC	SRCEO		187.36	187.36	0.69	0.69						
	Query NRC, per query			SRC		0.0031868										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service-Service Establishment, Per State, Initial Setup			A1N	CAMSE		43.56	43.56	44.93	44.93						
	AIN SMS Access Service-Port Connection-Dial/Shared Access			A1N	CAMDP		8.64	8.64	10.03	10.03						
	AIN SMS Access Service-Port Connection-ISDN Access			A1N	CAM1P		8.64	8.64	10.03	10.03						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		AIN SMS Access Service-User Identification Codes-Per User ID Code			A1N	CAMAU		38.66	38.66	29.88	29.88						
		AIN SMS Access Service-Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75.10	75.10	12.93	12.93						
		AIN SMS Access Service-Storage, Per Unit (100 Kilobytes)					0.0028										
		AIN SMS Access Service-Session, Per Minute					0.7809										
		AIN SMS Access Service-Company Performed Session, Per Minute					0.4609										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service-Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43.56	43.56	44.93	44.93						
		AIN Toolkit Service-Training Session, Per Customer				BAPVX		8,439.00	8,439.00								
		AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		8.64	8.64	10.03	10.03						
		AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8.64	8.64	10.03	10.03						
		AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		8.64	8.64	10.03	10.03						
		AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		38.06	38.06	15.86	15.86						
		AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		38.06	38.06	15.86	15.86						
		AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		38.06	38.06	15.86	15.86						
		AIN Toolkit Service-Query Charge, Per Query					0.0535927										
		AIN Toolkit Service-Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0063698										
		AIN Toolkit Service-SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.06										
		AIN Toolkit Service-Monthly report-Per AIN Toolkit Service Subscription			CAM	BAPMS	8.34	8.64	8.64	6.08	6.08						
		AIN Toolkit Service-Special Study-Per AIN Toolkit Service Subscription			CAM	BAPLS	3.73	9.56	9.56								
		AIN Toolkit Service-Call Event Report-Per AIN Toolkit Service Subscription			CAM	BAPDS	4.73	8.64	8.64	6.08	6.08						
		AIN Toolkit Service-Call Event Special Study-Per AIN Toolkit Service Subscription			CAM	BAPES	0.12	9.56	9.56								
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
	EXTENTED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		First 2-Wire VG Loop (SL2) in Combination-Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
		First 2-Wire VG Loop (SL2) in Combination-Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81						
		First 2-Wire VG Loop (SL2) in Combination-Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81						
		Interoffice Transport-Dedicated-DS1 combination-Per Mile per month			UNC1X	1L5XX	0.1856										
		Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
		1/0 Channelization System in combination Per Month			UNC1X	MQ1	146.77	101.42	71.82								
		VG COCI-Per Month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00						
		Each Additional 2-Wire VG Loop (SL 2) in Combination-Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
		Each Additional 2-Wire VG Loop (SL 2) in Combination-Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81						
		Each Additional 2-Wire VG Loop (SL 2) in Combination-Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81						
		VG COCI-Per Month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		First 4-Wire Analog VG Loop in Combination -Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
		First 4-Wire Analog VG Loop in Combination -Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First 4-Wire Analog VG Loop in Combination -Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81						
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.1856										
	Interoffice Transport-Dedicated-DS1-Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	101.42	71.62								
	VG COCI in combination-per month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00						
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81						
	Additional VG COCI in combination-per month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 4-Wire 56Kbps Digital Grade Loop in Combination-Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	First 4-Wire 56Kbps Digital Grade Loop in Combination-Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	First 4-Wire 56Kbps Digital Grade Loop in Combination-Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.1856										
	Interoffice Transport-Dedicated-DS1-combination Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	101.42	71.62								
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	Additional OCU-DP COCI (data)-in combination per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 4-Wire 64Kbps Digital Grade Loop in Combination-Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81		-				
	First 4-Wire 64Kbps Digital Grade Loop in Combination-Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	First 4-Wire 64Kbps Digital Grade Loop in Combination-Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.1856										
	interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	101.42	71.62								
	OCU-DP COCI (data)-in combination-per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	Additional OCU-DP COCI (data)-in combination-per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination-Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination-Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		NRC Disconnect		OSS Rates ($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop in Combination-Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.1856										
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	First DS1Loop in Combination-Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	First DS1Loop in Combination-Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	First DS1Loop in Combination-Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Interoffice Transport-Dedicated-DS3 combination-Per Mile Per Month			UNC3X	1L5XX	3.87										
	Interoffice Transport-Dedicated-DS3-Facility Termination per month			UNC3X	U1TF3	1,071.00	314.45	130.88	38.60	18.23						
	3/1Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
	DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Additional DS1Loop in DS3 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Additional DS1Loop in DS3 Interoffice Transport Combination-Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Additional DS1Loop in DS3 Interoffice Transport Combination-Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Additoinal DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	2-WireVG Loop in combination-Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
	2-WireVG Loop in combination-Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81						
	2-WireVG Loop in combination-Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81						
	Interoffice Transport-2-wire VG-Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.0091										
	Interoffice Transport-2-wire VG-Dedicated-Facility Termination per month			UNCVX	U1TV2	25.32	94.70	52.59	50.49	21.53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	4-WireVG Loop in combination -Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
	4-WireVG Loop in combination -Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						
	4-WireVG Loop in combination -Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81						
	Interoffice Transport-4-wire VG-Dedicated-Per Mile Per Month			UNCVX	1L5XX	0.0091										
	Interoffice Transport-4-wire VG-Dedicated- Facility Termination per month			UNCVX	U1TV4	22.58	94.70	52.59	50.49	21.53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination-per mile per month			UNC3X	1L5ND	10.92										
	DS3 Local Loop in combination-Facility Termination per month			UNC3X	UE3PX	386.88	249.97	162.05	67.10	26.82						
	Interoffice Transport-Dedicated-DS3-Per Mile per month			UNC3X	1L5XX	3.87										
	Interoffice Transport-Dedicated-DS3 combination-Facility Termination per month			UNC3X	U1TF3	1,071.00	314.45	130.88	38.60	18.23						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Lolp in combination-per mile per month			UNCSX	1L5ND	10.92										
	STS-1 Local Loop in combination-Facility Termination per month			UNCSX	UDLS1	426.60	249.97	162.05	67.10	26.82						
	Interoffice Transport-Dedicated-STS-1 combination-per mile per month			UNCSX	1L5XX	3.87										

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport-Dedicated-STS-1 combination-Facility Termination per month			UNCSX	U1TFS	1,056.00	314.45	130.88	38.60	18.23						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT															
	First 2-Wire ISDN Loop in Combination-Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81						
	First 2-Wire ISDN Loop in Combination-Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81						
	First 2-Wire ISDN Loop in Combination-Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81						
	Interoffice Transport-Dedicated-DS1 combination-per mile per month			UNC1X	1L5XX	0.1856										
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	1/0 Channel System in combination-per month			UNC1X	MQ1	146.77	101.42	71.62								
	2-wire ISDN COCI (BRITE)-in combination-per month			UNCNX	UC1CA	3.66	10.07	7.08	0.00	0.00						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81						
	Additional 2-wire ISDN COCI (BRITE)-in combination- per month			UNCNX	UC1CA	3.66	10.07	7.08	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	First DS1 Loop Combination-Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	First DS1 Loop Combination-Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	First DS1 Loop Combination-Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Interoffice Transport-Dedicated-STS-1 combination-Per Mile Per Month			UNCSX	1L5XX	3.87										
	Interoffice Transport-Dedicated-STS-1 combination-Facility Termination per month			UNCSX	U1TFS	1,056.00	314.45	130.88	38.60	18.23						
	3/1 Channel System in combination per month			UNCSX	MQ3	211.19	199.28	116.64	40.34	39.07						
	DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination-Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination-Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	4-wire 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	4-wire 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	Interoffice Transport-Dedicated-4-wire 56 kbps combination-Per Mile per month			UNCDX	1L5XX	0.0091										
	Interoffice Transport-Dedicated-4-wire 56 kbps combination-Facility Termination per month			UNCDX	U1TD5	18.44	94.70	52.59	50.49	21.53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4-wire 64 kbps Lcoal Loop in Combination-Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
	4-wire 64 kbps Lcoal Loop in Combination-Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	4-wire 64 kbps Lcoal Loop in Combination-Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	Interoffice Transport-Dedicated-4-wire 64 kbps combination-Per Mile per month			UNCDX	1L5XX	0.0091										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport-Dedicated-4-wire 64 kbps combination-Facility Termination per month			UNCDX	U1TD6	18.44	94.70	52.59	50.49	21.53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 2-wire VG Loop (SL2) in Combination-Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
	First 2-wire VG Loop (SL2) in Combination-Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81						
	First 2-wire VG Loop (SL2) in Combination-Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81						
	First Interoffice Transport-Dedicated-DS1 combination-Per Mile			UNC1X	1L5XX	0.1856										
	First Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Per each DS1 Channelization System Per Month			UNC1X	MQ1	146.77	101.42	71.62								
	Per each VG COCI-Per Month per month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00						
	3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81						
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81						
	Each Additional VG COCI in combination-per month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Each Additional DS1 COCI combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-Wire Analog VG Local Loop in Combination -Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
	First 4-Wire Analog VG Local Loop in Combination -Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						
	First 4-Wire Analog VG Local Loop in Combination -Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81						
	First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.1856										
	First Interoffice Transport-Dedicated-DS1-Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	101.42	71.62								
	Per each VG COCI in combination-per month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00						
	3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81						
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81						
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Additional VG COCI-in combination-per month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination-Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination-Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		NRC Disconnect		OSS Rates ($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination-Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.1856										
	First Interoffice Transport-Dedicated-DS1-combination Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	101.42	71.62								
	Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
	3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	OCU-DP COCI (data) COCI in combination per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.1856										
	First Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	146.77	101.42	71.62								
	Per each OCU-DP COCI (data) in combination-per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
	3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	Additional OCU-DP COCI (data)-DS1 to DS0 Channel System combination-per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport-Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81						
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport-Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81						
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport-Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81						
		First Interoffice Transport-Dedicated-DS1 combination-Per Mile per month			UNC1X	1L5XX	0.1856										
		First Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
		Per each Channel System 1/0 in combination-per month			UNC1X	MQ1	146.77	101.42	71.62								
		Per each 2-wire ISDN COCI (BRITE) in combination-per month			UNCNX	UC1CA	3.66	10.07	7.08	0.00	0.00						
		3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81						
		Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	3.66	10.07	7.08	0.00	0.00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 4-wire DS1 Digital Local Loop in Combination-Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
		First 4-wire DS1 Digital Local Loop in Combination-Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
		First 4-wire DS1 Digital Local Loop in Combination-Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
		First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.1856										
		First Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
		3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
		Per each DS1 COCI combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
		Additional 4-Wire DS1 Digital Local Loop in Combination-Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
		Additional 4-Wire DS1 Digital Local Loop in Combination-Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
		Additional 4-Wire DS1 Digital Local Loop in Combination-Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4-wire 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
		First 4-wire 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
		First 4-wire 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4-wiree 56 kbps Interoffice Transport-Dedicated-Per Mile per month			UNCDX	1L5XX	0.0091										
		First 4-wire 56 kbps Interoffice Transport-Dedicated-Facility Termination per month			UNCDX	U1TD5	18.44	94.70	52.59	50.49	21.53						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4-wire 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
		First 4-wire 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
		First 4-wire 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
		First I4-wire 65 kbps Interoffice Transport-Dedicated-Per Mile per month			UNCDX	1L5XX	0.0091										
		First 4-wire 64 kbps Interoffice Transport-Dedicated-Facility Termination per month			UNCDX	U1TD6	18.44	94.70	52.59	50.49	21.53						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-2 wire/4-Wire VG			UNCVX	UNCCC		8.98	8.98	8.98	8.98						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-DS1			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-DS3			UNC3X	UNCCC		8.98	8.98	8.98	8.98						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-STS1			UNCSX	UNCCC		8.98	8.98	8.98	8.98						
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option-per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0I	0I	0I	0I						
		Clear Channel Capability Super FrameOption-per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0I	0I	0I	0I						
		Clear Channel Capability (SF/ESF) Option-Subsequent Activity-per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.92S	23.82S	2.07S	0.8S						
		C-bit Parity Option-Subsequent Activity-per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.09S	7.67S	0.773S	0S						
	MULTIPLEXERS																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	146.77	101.42	71.62								
		OCU-DP COCI (data)-DS1 to DS0 Channel System-per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	2.10	10.07	7.08								
		OCU-DP COCI (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	0.00	0.00						
		2-wire ISDN COCI (BRITE)-DS1 to DS0 Channel Systsem-per month for a Local Loop			UDN	UC1CA	3.66	10.07	7.08								
		2-wire ISDN COCI (BRITE)-DS1 to DS0 Channel Systsem-per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66	10.07	7.08	0.00	0.00						
		VG COCI-DS1 to DS0 Channel System-per month used for a Local Loop			UEA	1D1VG	1.38	10.07	7.08								
		VG COCI-DS1 to DS0 Channel System-per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.38	10.07	7.08	0.00	0.00						
		DS3 to DS1 Channel System per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
		STS-1 to DS1 Channel System per month			UNXCS	MQ3	211.19	199.28	118.64	40.34	39.07						
		DS1 COCI used with Loop per month			USL	UC1D1	13.76	10.07	7.08								

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	13.76	10.07	7.08	0.00	0.00						
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	13.76	10.07	7.08	0.00	0.00						
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	13.76	10.07	7.08	0.00	0.00						
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
Exchange Ports																
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
2-WIRE VOICE GRADE LINE PORT RATES (RES)																
	Exchange Ports-2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports-2-Wire Analog Line Port with Caller ID-Res.			UEPSR	UEPRC	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports-2-Wire Analog Line Port outgoing only-Res.			UEPSR	UEPRO	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports-2-Wire VG unbundled Florida area calling with Caller ID-Res.			UEPSR	UEPAF	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports-2-Wire VG unbundled Florida Residence Area Calling Plan, without Caller ID capability			UEPSR	UEPA9	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports-2-Wire VG unbundled Florida extended dialing port for use with CREX7 and Caller ID			UEPSR	UEPA1	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports-2-Wire VG unbundled Florida extended dialing port for use with CREX7, without Caller ID capability			UEPSR	UEPA8	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports-2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.40	3.74	3.63	1.88	1.80						
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.40	3.74	3.63	1.88	1.80						
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00								
FEATURES																
	All Available Vertical Features			UEPSR	UEPVF	2.26	0.00	0.00								
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
	Exchange Ports-2-Wire Analog Line Port without Caller ID-Bus			UEPSB	UEPBL	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports-2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID-Bus.			UEPSB	UEPBC	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports-2-Wire Analog Line Port outgoing only-Bus.			UEPSB	UEPBO	1.40	3.74	3.63	1.88	1.80						
	Exhange Ports-2-Wire VG unbundled incoming only port with Caller ID-Bus			UEPSB	UEPB1	1.40	3.74	3.63	1.88	1.80						
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.40	3.74	3.63	1.88	1.80						
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00								
FEATURES																
	All Available Vertical Features			UEPSB	UEPVF	2.26	0.00	0.00								
EXCHANGE PORT RATES (DID & PBX)																
	2-Wire VG Unbundled 2-Way PBX Trunk-Res			UEPSE	UEPRD	1.40	39.06	18.18	12.35	0.7187						
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk-Bus			UEPSP	UEPPC	1.40	39.06	18.18	12.35	0.7187						
	2-Wire VG Line Side Unbundled Outward PBX Trunk-Bus			UEPSP	UEPPO	1.40	39.06	18.18	12.35	0.7187						
	2-Wire VG Line Side Unbundled Incoming PBX Trunk-Bus			UEPSP	UEPP1	1.40	39.06	18.18	12.35	0.7187						
	2-Wire Analog Long Distance Terminal PBX Trunk-Bus			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187						
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.40	39.06	18.18	12.35	0.7187						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.40	39.06	18.18	12.35	0.7187						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00								
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	2.26	0.00	0.00								
EXCHANGE PORT RATES (COIN)																
	Exchange Ports-Coin Port					1.40	3.74	3.63	1.88	1.80						
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES																
The DS1 Port rates below for 4-Wire DDITS Trunk Port and 4-Wire ISDN Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.																
Requests for 4-Wire DDITS Trunk Ports with 4-Wire ISDN DS1 Ports after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																
	Exchange Ports-2-Wire DID Port			UEPEX	UEPP2	8.73	78.41	15.82	41.94	4.26						
	Exchange Ports-DDITS Port-4-Wire DS1 Port with DID capability (E:4/1/2004)			UEPDD	UEPDD	54.95	151.11	77.75	48.81	3.10						
	Exchange Ports-2-Wire ISDN Port (See Notes below.)			UEPTX, UEPSX	U1PMA	8.83	46.83	50.68	27.64	11.93						
	All Features Offered			UEPTX, UEPSX	UEPVF	2.26	0.00	0.00								
	Exchange Ports-2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	0.00	0.00								
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
EXCHANGE PORT RATES (continued)																
	Exchange Ports-4-Wire ISDN DS1 Port with Detailed E911 Locator Capability (E:4/1/2004)			UEPEX	UEPEX	82.74	174.61	95.17	49.80	18.23						
	Exchange Ports-4-Wire ISDN DS1 Port (E:4/1/2004)			UEPDX	UEPDX	82.74	174.61	95.17	49.80	18.23						
	Physical Collocation-DS1 Cross-Connects			UEPEX UEPDX	PE1P1	1.32	27.77	15.52	5.93	4.77						
	Virtual collocation-Special Access & UNE, cross-connect per DS1			UEPEX UEPDX	CNC1X	7.50	155.00	14.00								
Detailed E911 with Locator Capability (required with UEPEX port)																
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port-E911 Locator Capability-Initial Profile Establishment per CLEC per State			UEPEX	UEP1A	0.00	1,809.00		151.12							
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port-E911 Locator Capability-Subsequent Profile Changes, Additions, Deletions			UEPEX	UEP1B	0.00	175.66									
New or Additional PRI Telephone Numbers																
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port-E911 Locator Capability 2-way Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1C	0.0699	0.5412									
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port-E911 Locator Capability-Outdial Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1D	0.0699	12.71	12.71								
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port-Inward Telephone Numbers-Inward Data Only Option [New or Additional]			UEPDX	UEP1E	0.00	0.5412									
	Exchange Ports-4-Wire ISDN DS1 Port-Subsequent [New] Inward Tel Numbers [Customer Testing Purposes]			UEPEX	PR7ZT	0.00	25.42	25.42								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPEX UEPDX	LNPCN	1.75										
INTERFACE (Provsioning Only)																
	Voice/Data			UEPEX	PR71V	0.00	0.00	0.00								
	Digital Data			UEPEX	PR71D	0.00	0.00	0.00								
	Inward Data			UEPDX	PR71E	0.00	0.00	0.00								
New or Additional Channel																
	New or Additional-Voice/Data "B" Channel			UEPEX	PR7BV	0.00	15.48									
	New or Additional-Digital Data "B" Channel			UEPEX	PR7BF	0.00	15.48									
	New or Additional Inward Data "B" Channel			UEPDX	PR7BD	0.00	15.48									
	New or Additional Useage Sensitive Voice Data "B" Channel			UEPEX	PR7BS	0.00										
	New or Additional Useage Sensitive Digital Data "B" Channel			UEPEX	PR7BU	0.00										
	New or Additional PRI "D" Channel			UEPEX	PR7EX	0.00	15.48									
CALL TYPES																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Inward			UEPEX UEPDX	PR7C1	0.00	0.00	0.00								
	Outward			UEPEX	PR7CO	0.00	0.00	0.00								
	Two-way			UEPEX	PR7CC	0.00	0.00	0.00								
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY																
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE																
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service, Local Calling-Res			UEPVR	UERLC	1.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service, InterLATA-Res			UEPVR	UERTE	1.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service, IntraLATA-Res			UEPVR	UERTR	1.40	3.74	3.63	1.88	1.80						
Non-Recurring																
	Unbundled Remote Call Forwarding Service -Conversion-Switch-as-is			UEPVR	USAC2		0.102	0.102								
	Unbundled Remote Call Forwarding Service -Conversion with allowed change (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						
	Unbundled Remote Call Forwarding Service, Local Calling-Bus			UEPVB	UERLC	1.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service, InterLATA-Bus			UEPVB	UERTE	1.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service, IntraLATA-Bus			UEPVB	UERTR	1.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.40	3.74	3.63	1.88	1.80						
Non-Recurring																
	Unbundled Remote Call Forwarding Service-Conversion-Switch-as-is			UEPVB	USAC2		0.102	0.102								
	Unbundled Remote Call Forwarding Service -Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.102	0.102								
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																
	End Office Switching Function, Per MOU					0.0007662										
	End Office Trunk Port-Shared, Per MOU					0.000164										
Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0.0001319										
	Tandem Trunk Port-Shared, Per MOU					0.000235										
	Tandem Switching Function Per MOU (Melded)					0.000027185										
	Tandem Trunk Port-Shared, Per MOU (Melded)					0.000048434										
	Melded Factor: 20.61% of the Tandem Rate															
Common Transport																
	Common Transport-Per Mile, Per MOU					0.0000035										
	Common Transport-Facilities Termination Per MOU					0.0004372										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo-Zone 1		1			10.94										
	2-Wire VG Loop/Port Combo-Zone 2		2			15.05										
	2-Wire VG Loop/Port Combo-Zone 3		3			25.80										
UNE Loop Rates																
	2-Wire VG Loop (SL1)-Zone 1		1	UEPRX	UEPLX	9.77										
	2-Wire VG Loop (SL1)-Zone 2		2	UEPRX	UEPLX	13.88										
	2-Wire VG Loop (SL1)-Zone 3		3	UEPRX	UEPLX	24.63										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port-residence			UEPRX	UEPRL	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled port with Caller ID-res			UEPRX	UEPRC	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled port outgoing only-res			UEPRX	UEPRO	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Florida Area Calling with Caller ID-res			UEPRX	UEPAF	1.17	53.31	26.46	27.50	8.37						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Florida extended dialing with Caller ID			UEPRX	UEPA1	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Florida extended dialing port without Caller ID capability			UEPRX	UEPA8	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Florida Area Calling Port without Caller ID Capability			UEPRX	UEPA9	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.17	53.31	26.46	27.50	8.37						
FEATURES																
	All Features Offered			UEPRX	UEPVF	2.26	0.00	0.00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire VG Loop/Line Port Combination-Conversion-Switch-as-is			UEPRX	USAC2		0.102	0.102								
	2-Wire VG Loop/Line Port Combination -Conversion-Switch with change			UEPRX	USACC		0.102	0.102								
ADDITIONAL NRCs																
	2-Wire VG Loop/Line Port Combination-Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User *Premise*			UEPRX	URETL		8.33	0.83								
OFF/ON PREMISES EXTENSION CHANNELS																
	2 Wire Analog VG Extension Loop – Non-Design		1	UEPRX	UEAEN	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog VG Extension Loop – Non-Design		2	UEPRX	UEAEN	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog VG Extension Loop – Non-Design		3	UEPRX	UEAEN	26.97	49.57	22.83	25.62	6.57						
	2 Wire Analog VG Extension Loop – Design		1	UEPRX	UEAED	12.24	135.75	82.47	63.53	12.01						
	2 Wire Analog VG Extension Loop – Design		2	UEPRX	UEAED	17.40	135.75	82.47	63.53	12.01						
	2 Wire Analog VG Extension Loop – Design		3	UEPRX	UEAED	30.87	135.75	82.47	63.53	12.01						
INTEROFFICE TRANSPORT																
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPRX	U1TV2	25.32	47.35	31.78								
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPRX	U1TVM	0.0091	0.00	0.00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo-Zone 1		1			10.94										
	2-Wire VG Loop/Port Combo-Zone 2		2			15.05										
	2-Wire VG Loop/Port Combo-Zone 3		3			25.80						-				
UNE Loop Rates																
	2-Wire VG Loop (SL1)-Zone 1		1	UEPBX	UEPLX	9.77										
	2-Wire VG Loop (SL1)-Zone 2		2	UEPBX	UEPLX	13.88										
	2-Wire VG Loop (SL1)-Zone 3		3	UEPBX	UEPLX	24.63										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID-bus			UEPBX	UEPBL	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled port with Caller + E484 ID-bus			UEPBX	UEPBC	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled port outgoing only-bus			UEPBX	UEPBO	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled incoming only port with Caller ID-Bus			UEPBX	UEPB1	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.17	53.31	26.46	27.50	8.37						
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	2.26	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire VG Loop/Line Port Combination-Conversion-Switch-as-is			UEPBX	USAC2		0.102	0.102								
	2-Wire VG Loop/Line Port Combination -Conversion-Switch with change			UEPBX	USACC		0.102	0.102								
ADDITIONAL NRCs																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/Line Port Combination-Subsequent Activity			UEPBX	USAS2		0.00	0.00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL		8.33	0.83								
OFF/ON PREMISES EXTENSION CHANNELS																
	2 Wire Analog VG Extension Loop – Non-Design		1	UEPBX	UEAEN	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog VG Extension Loop – Non-Design		2	UEPBX	UEAEN	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog VG Extension Loop – Non-Design		3	UEPBX	UEAEN	26.97	49.57	22.83	25.62	6.57						
	2 Wire Analog VG Extension Loop – Design		1	UEPBX	UEAED	12.24	135.75	82.47	63.53	12.01						
	2 Wire Analog VG Extension Loop – Design		2	UEPBX	UEAED	17.40	135.75	82.47	63.53	12.01						
	2 Wire Analog VG Extension Loop – Design		3	UEPBX	UEAED	30.87	135.75	82.47	63.53	12.01						
INTEROFFICE TRANSPORT																
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPBX	U1TV2	25.32	47.35	31.78								
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPBX	U1TVM	0.0091	0.00	0.00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo-Zone 1		1			10.94										
	2-Wire VG Loop/Port Combo-Zone 2		2			15.05										
	2-Wire VG Loop/Port Combo-Zone 3		3			25.80										
UNE Loop Rates																
	2-Wire VG Loop (SL 1)-Zone 1		1	UEPRG	UEPLX	9.77										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEPRG	UEPLX	13.88										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEPRG	UEPLX	24.63										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port-Res			UEPRG	UEPRD	1.17	174.81	100.65	75.88	12.73						
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPRG	UEPVF	2.26	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch-As-Is			UEPRG	USAC2		8.45	1.91								
	2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch with Change			UEPRG	USACC		8.45	1.91								
ADDITIONAL NRCs																
	2-Wire VG Loop/ Line Port Combination (PBX)-Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00								
	PBX Subsequent Activity-Change/Rearrange Multiline Hunt Group						7.86	7.86								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8.33	0.83								
OFF/ON PREMISES EXTENSION CHANNELS																
	Local Channel VG, per termination		1	UEPRG	P2JHX	12.24	135.75	82.47	63.53	12.01						
	Local Channel VG, per termination		2	UEPRG	P2JHX	17.40	135.75	82.47	63.53	12.01						
	Local Channel VG, per termination		3	UEPRG	P2JHX	30.87	135.75	82.47	63.53	12.01						
	Non-Wire Direct Serve Channel VG		1	UEPRG	SDD2X	12.92	120.38	43.56	95.00	10.54						
	Non-Wire Direct Serve Channel VG		2	UEPRG	SDD2X	18.36	120.38	43.56	95.00	10.54						
	Non-Wire Direct Serve Channel VG		3	UEPRG	SDD2X	32.58	120.38	43.56	95.00	10.54						
INTEROFFICE TRANSPORT																
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPRG	U1TV2	25.32	47.35	31.78								
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPRG	U1TVM	0.0091	0.00	0.00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo-Zone 1		1			10.94										
	2-Wire VG Loop/Port Combo-Zone 2		2			15.05										
	2-Wire VG Loop/Port Combo-Zone 3		3			25.80										
UNE Loop Rates																

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		NRC Disconnect		OSS Rates ($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop (SL 1)-Zone 1		1	UEPPX	UEPLX	9.77										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEPPX	UEPLX	13.88										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEPPX	UEPLX	24.63										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port-Bus			UEPPX	UEPPC	1.17	174.81	100.65	75.88	12.73						
	Line Side Unbundled Outward PBX Trunk Port-Bus			UEPPX	UEPPO	1.17	174.81	100.65	75.88	12.73						
	Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPPX	UEPP1	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.17	174.81	100.65	75.88	12.73						
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPPX	UEPVF	2.26	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch-As-Is			UEPPX	USAC2		8.45	1.91								
	2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch with Change			UEPPX	USACC		8.45	1.91								
	ADDITIONAL NRCs															
	2-Wire VG Loop/ Line Port Combination (PBX)-Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00								
	PBX Subsequent Activity-Change/Rearrange Multiline Hunt Group						7.86	7.86								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS															
	Local Channel VG, per termination		1	UEPPX	P2JHX	12.24	135.75	82.47	63.53	12.01						
	Local Channel VG, per termination		2	UEPPX	P2JHX	17.40	135.75	82.47	63.53	12.01						
	Local Channel VG, per termination		3	UEPPX	P2JHX	30.67	135.75	82.47	63.53	12.01						
	Non-Wire Direct Serve Channel VG		1	UEPPX	SDD2X	12.92	120.38	43.56	95.00	10.54						
	Non-Wire Direct Serve Channel VG		2	UEPPX	SDD2X	18.36	120.38	43.56	95.00	10.54						
	Non-Wire Direct Serve Channel VG		3	UEPPX	SDD2X	32.58	120.38	43.56	95.00	10.54						
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPPX	U1TV2	25.32	47.35	31.78								
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPPX	U1TVM	0.0091	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			10.94										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			15.05										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			25.80										
	UNE Loop Rates															
	2-Wire VG Loop (SL1)-Zone 1		1	UEPCO	UEPLX	9.77										
	2-Wire VG Loop (SL1)-Zone 2		2	UEPCO	UEPLX	13.88										
	2-Wire VG Loop (SL1)-Zone 3		3	UEPCO	UEPLX	24.63										
	2-Wire Voice Grade Line Ports (COIN)															

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	1.17	53.31	26.46	27.50	8.37						
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	1.17	53.31	26.46	27.50	8.37						
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	1.17	53.31	26.46	27.50	8.37						
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	1.17	53.31	26.46	27.50	8.37						
	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						
	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						
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.17	53.31	26.46	27.50	8.37						
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.17	53.31	26.46	27.50	8.37						
	ADDITIONAL UNE COIN PORT/LOOP (RC)															
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.86	0.00	0.00	0.00	0.00						
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire VG Loop/Line Port Combination -Conversion-Switch-as-is			UEPCO	USAC2		0.102	0.102								
	2-Wire VG Loop/Line Port Combination -Conversion-Switch with change			UEPCO	USACC		0.102	0.102								
	ADDITIONAL NRCs															
	2-Wire VG Loop/Line Port Combination-Subsequent Activity			UEPCO	USAS2		0.00	0.00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8.33	0.83								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 1		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 VG Loop (SL2)-Zone 1		1	UEPFR	UECF2	12.24										
	2-Wire VG Loop (SL2)-Zone 2		2	UEPFR	UECF2	17.40										
	2-Wire VG Loop (SL2)-Zone 3		3	UEPFR	UECF2	30.87										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port-residence			UEPFR	UEPRL	1.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundled port with Caller ID-res			UEPFR	UEPRC	1.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundled port outgoing only-res			UEPFR	UEPRO	1.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundled Florida Area Calling with Caller ID-res			UEPFR	UEPAF	1.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.40	174.81	100.65	75.88	12.73						
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPFR	U1TV2	25.32	47.35	31.78								
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPFR	1L5XX	0.0091										
	FEATURES															
	All Features Offered			UEPFR	UEPVF	2.26	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFR	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop/Dedicated IO Transport/2 Wire Line Port Combination-Conversion-Switch-as-is			UEPFR	USAC2		16.97	3.73								
	2-Wire Loop/Dedicated IO Transport/2 Wire Line Port Combination-Conversion-Switch-With-Change			UEPFR	USACC		16.97	3.73								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.21	1.10								

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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 VG Loop (SL2)-Zone 1		1	UEPFB	UECF2	12.24										
	2-Wire VG Loop (SL2)-Zone 2		2	UEPFB	UECF2	17.40										
	2-Wire VG 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						
	2-Wire voice unbundled port with Caller + E484 ID-bus			UEPFB	UEPBC	1.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundled port outgoing only-bus			UEPFB	UEPBO	1.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundled incoming only port with Caller ID-Bus			UEPFB	UEPB1	1.40	174.81	100.65	75.88	12.73						
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFB	LNPCX	0.35										
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPFB	U1TV2	25.32	47.35	31.78								
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPFB	1L5XX	0.0091										
	FEATURES															
	All Features Offered			UEPFB	UEPVF	2.26	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop/Dedicated IO Transport/2 Wire Line Port Combination-Conversion-Switch-as-is			UEPFB	USAC2		16.97	3.73								
	2-Wire Loop/Dedicated IO Transport/2 Wire Line Port Combination-Conversion-Switch with change			UEPFB	USACC		16.97	3.73								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.21	1.10								
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)																
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 1		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 VG Loop (SL2)-Zone 1		1	UEPFP	UECF2	12.24										
	2-Wire VG Loop (SL2)-Zone 2		2	UEPFP	UECF2	17.40										
	2-Wire VG 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						
	Line Side Unbundled Outward PBX Trunk Port-Bus			UEPFP	UEPPO	1.40	174.81	100.65	75.88	12.73						
	Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPFP	UEPP1	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.40	174.81	100.65	75.88	12.73						
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00								
	INTEROFFICE TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPFP	U1TV2	25.32	47.35	31.78								
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPFP	1L5XX	0.0091										
FEATURES																
	All Features Offered			UEPFP	UEPVF	2.26	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop/Dedicated IO Transport/2 Wire Line Port Combination-Conversion-Switch-as-is			UEPFP	USAC2		16.97	3.73								
	2-Wire Loop/Dedicated IO Transport/2 Wire Line Port Combination-Conversion-Switch with change			UEPFP	USACC		16.97	3.73								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11.21	1.10								
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo-UNE Zone 1		1			20.95										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo-UNE Zone 2		2			26.11										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo-UNE Zone 3		3			39.58										
UNE Loop Rates																
	2-Wire Analog VG Loop- (SL2)-UNE Zone 1		1	UEPPX	UECD1	12.24										
	2-Wire Analog VG Loop- (SL2)-UNE Zone 2		2	UEPPX	UECD1	17.40										
	2-Wire Analog VG Loop- (SL2)-UNE Zone 3		3	UEPPX	UECD1	30.87										
UNE Port Rate																
	Exchange Ports-2-Wire DID Port			UEPPX	UEPD1	8.71	214.16	98.29								
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire VG Loop/2-Wire DID Trunk Port Combination -Switch-as-is			UEPPX	USAC1		7.85	1.87								
	2-Wire VG Loop/2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.85	1.87								
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity-Add Trunks, Per Trunk			UEPPX	USAS1		32.26	32.26								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11.21	1.10								
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		22.63										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		29.05										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		45.84										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop-UNE Zone 1		1	UEPPB UEPPR	USL2X	15.25										
	2-Wire ISDN Digital Grade Loop-UNE Zone 2		2	UEPPB UEPPR	USL2X	21.67										
	2-Wire ISDN Digital Grade Loop-UNE Zone 3		3	UEPPB UEPPR	USL2X	38.46										
UNE Port Rate																
	Exchange Port-2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	7.38	194.52	145.09								
NONRECURRING CHARGES - CURRENTLY COMBINED																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire ISDN Digital Grade Loop/2-Wire ISDN Line Side Port Combination-Conversion			UEPPB UEPPR	USACB	0.00	25.22	17.00								
	ADDITIONAL NRCs															
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB UEPPR	URETN		11.21	1.10								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB UEPPR	URETL		8.33	0.83								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features-One per Channel B User Profile			UEPPB UEPPR	UEPVF	2.26	0.00	0.00								
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	25.3291	47.35	31.78	18.31	7.03						
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0091	0.00	0.00								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.															
	Requests for 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port -UNE Zone 1		1	UEPPP		153.48										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port -UNE Zone 2		2	UEPPP		183.28										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port -UNE Zone 3		3	UEPPP		261.12										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop-UNE Zone 1		1	UEPPP	USL4P	70.74										
	4-Wire DS1 Digital Loop-UNE Zone 2		2	UEPPP	USL4P	100.54										
	4-Wire DS1 Digital Loop-UNE Zone 3		3	UEPPP	USL4P	178.38										
	UNE Port Rate															
	Exchange Ports-4-Wire ISDN DS1 Port (E:4/1/2004)			UEPPP	UEPPP	82.74	488.36	276.65				-				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop/4-Wire ISDN DS1 Digital Trunk Port Combination-Conversion -Switch-as-is (E:4/1/2004)			UEPPP	USACP	0.00	84.17	61.38								
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port-Subsqt Actvy-Inward/two way Tel Nos. (except NC)			UEPPP	PR7TF		0.5412									
	4-Wire DS1 Loop/4-Wire ISDN DS1 Digital Trunk Port-Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		12.71	12.71								
	4-Wire DS1 Loop/4-Wire ISDN DS1 Digital Trk Port -Subsequent Inward Tel Numbers			UEPPP	PR7ZT		25.42	25.42								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (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									
	New or Additional-Digital Data B Channel			UEPPP	PR7BF	0.00	15.48									
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	15.48									
	CALL TYPES															

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7CO	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	88.6256	105.54	98.47	21.47	19.05						
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.1856										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.																
Requests for 4-Wire DS1 Digital Loop with 4-Wire DDITS after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port -UNE Zone 1		1	UEPDC		125.69										
	4W DS1 Digital Loop/4W DDITS Trunk Port -UNE Zone 2		2	UEPDC		155.49										
	4W DS1 Digital Loop/4W DDITS Trunk Port -UNE Zone 3		3	UEPDC		233.33										
UNE Loop Rates																
	4-Wire DS1 Digital Loop-UNE Zone 1		1	UEPDC	USLDC	70.74										
	4-Wire DS1 Digital Loop-UNE Zone 2		2	UEPDC	USLDC	100.54										
	4-Wire DS1 Digital Loop-UNE Zone 3		3	UEPDC	USLDC	178.38										
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port (E:4/1/2004)			UEPDC	UDD1T	54.95	464.86	259.23								
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop/4-Wire DDITS Trunk Port Combination-Switch-as-is (E:4/1/2004)			UEPDC	USAC4		95.31	46.71								
	4-Wire DS1 Digital Loop/4-Wire DDITS Trunk Port Combination-Conversion with DS1 Changes (E:4/1/2004)			UEPDC	USAWA		95.31	46.71								
	4-Wire DS1 Digital Loop/4-Wire DDITS Trunk Port Combination-Conversion with Change-Trunk (E:4/1/2004)			UEPDC	USAWB		95.31	46.71								
ADDITIONAL NRCs																
	4-Wire DS1 Loop/4-Wire DDITS Trunk Port-NRC-Subsequent Channel Activation/Chan-2-Way Trunk			UEPDC	UDTTA		15.69	15.69								
	4-Wire DS1 Loop/4-Wire DDITS Trunk Port-Subsequent Channel Activation/Chan-1-Way Outward Trunk			UEPDC	UDTTB		15.69	15.69								
	4-Wire DS1 Loop/4-Wire DDITS Trunk Port-Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		15.69	15.69								
	4-Wire DS1 Loop/4-Wire DDITS Trunk Port-Subsqnt Chan Activation Per Chan-Inward Trunk with DID			UEPDC	UDTTD		15.69	15.69								
	4-Wire DS1 Loop/4-Wire DDITS Trunk Port-Subsqnt Chan Activation/Chan-2-Way DID w User Trans			UEPDC	UDTTE		15.69	15.69								
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	655.00								
	B8ZS-Extended Superframe Format			UEPDC	CCOEF		0.00	655.00								
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI-Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00										
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage-Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel Mileage-Additional rate per mile-0-8 miles			UEPDC	1LNOA	0.1856	0.00	0.00								
	Interoffice Channel Mileage-Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel Mileage-Additional rate per mile-9-25 miles			UEPDC	1LNOB	0.1856	0.00	0.00								
	Interoffice Channel Mileage-Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage-Additional rate per mile-25+ miles			UEPDC	1LNOC	0.1856	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Terminating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	Each System can have up to 24 combinations of rates depending on type and number of ports used															
	The UNE-P DS1 combination rates below for 4-Wire DS1 Loop with Channelization with Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.															
	Requests for 4-Wire DS1 Loop with Channelization with Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.															
	UNE DS1 Loop															
	4-Wire DS1 Loop-UNE Zone 1		1	UEPMG	USLDC	70.74	0.00	0.00								
	4-Wire DS1 Loop-UNE Zone 2		2	UEPMG	USLDC	100.54	0.00	0.00								
	4-Wire DS1 Loop-UNE Zone 3		3	UEPMG	USLDC	178.38	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity-1 per DS1			UEPMG	VUM24	118.06	0.00	0.00								
	48 DSO Channel Capacity-1 per 2 DS1s			UEPMG	VUM48	236.12	0.00	0.00								
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	472.24	0.00	0.00								
	144 DS0 Channel Capacity-1 per 6 DS1s			UEPMG	VUM14	708.36	0.00	0.00								
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	944.48	0.00	0.00								
	240 DS0 Channel Capacity-1 per 10 DS1s			UEPMG	VUM2O	1,180.60	0.00	0.00								
	288 DS0 Channel Capacity-1 per 12 DS1s			UEPMG	VUM28	1,416.72	0.00	0.00								
	384 DS0 Channel Capacity-1 per 16 DS1s			UEPMG	VUM38	1,888.96	0.00	0.00								
	480 DS0 Channel Capacity-1 per 20 DS1s			UEPMG	VUM4O	2,361.20	0.00	0.00								
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,833.44	0.00	0.00								
	672 DS0 Channel Capacity-1 per 28 DS1s			UEPMG	VUM67	3,305.68	0.00	0.00								
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with 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								
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channellization with Port Combination Currently Exists and															
	New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's															
	1 DS1/D4 Channel Bank-Additionally Add NRC for each Port and Assoc Fea Activation (E:4/1/2004)			UEPMG	VUMD4	0.00	726.11	468.21	145.32	17.24						
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe-Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00i	655.00s								
	Clear Channel Capability Format-Extended Superframe-Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00i	655.00s								
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port-Business (E:4/1/2004)			UEPPX	UEPCX	1.40	0.00	0.00	0.00	0.00						
	Line Side Outward Channelized PBX Trunk Port-Business (E:4/1/2004)			UEPPX	UEPOX	1.40	0.00	0.00	0.00	0.00						
	Line Side Inward Only Channelized PBX Trunk Port without DID (E:4/1/2004)			UEPPX	UEP1X	1.40	0.00	0.00	0.00	0.00						
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port (E:4/1/2004)			UEPPX	UEPDM	8.71	0.00	0.00	0.00	0.00						
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.6402	25.40	13.41	3.96	3.93						
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.6402	78.16	18.42	56.03	10.95						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00								
	DID Numbers-groups of 20-Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers-per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	Local Number Portability															
	Local Number Portability-1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	2.26	0.00	0.00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
	1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.															
	5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.															
	UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design		1	UEP91		10.94										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design		2	UEP91		15.05										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design		3	UEP91		25.80										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design		1	UEP91		13.41										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design		2	UEP91		18.57										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design		3	UEP91		32.04										
	UNE Loop Rate															
	2-Wire VG Loop (SL 1)-Zone 1		1	UEP91	UECS1	9.77										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEP91	UECS1	13.88										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEP91	UECS1	24.63										
	2-Wire VG Loop (SL 2)-Zone 1		1	UEP91	UECS2	12.24										
	2-Wire VG Loop (SL 2)-Zone 2		2	UEP91	UECS2	17.40										
	2-Wire VG Loop (SL 2)-Zone 3		3	UEP91	UECS2	30.87										
	UNE Ports															
	All States (Except North Carolina and Sout Carolina)															
	2-Wire VG Port (Centrex) Basic Local Area			UEP91	UEPYA	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex with Caller ID)Note1 Basic Local Area			UEP91	UEPYH	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex from diff Serving Wire Center) Note 2, 3 Basic Local Area			UEP91	UEPYM	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port, Diff Serving Wire Center-800 Service Term-Basic Local Area			UEP91	UEPYZ	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP91	UEPY9	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port Terminated on 800 Service Term-Basic Local Area			UEP91	UEPY2	1.17	53.31	26.46	27.50	8.37						
	Georgia and Florida Only															
	2-Wire VG Port (Centrex)			UEP91	UEPHA	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex 800 termination)			UEP91	UEPHB	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex with Caller ID)1			UEP91	UEPHH	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3			UEP91	UEPHM	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port, Diff Serving Wire Center 2,3-800 Service Term			UEP91	UEPHZ	1.17	139.49	86.10	65.41	13.81						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Port terminated in on Megalink or equivalent			UEP91	UEPH9	1.17	53.31	26.46	27.50	8.37						
		2-Wire VG Port Terminated on 800 Service Term			UEP91	UEPH2	1.17	53.31	26.46	27.50	8.37						
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP91	URECS	0.7384										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP91	UEPVF	2.26										
		All Select Features Offered, per port			UEP91	UEPVS	0.00	370.70									
		All Centrex Control Features Offered, per port			UEP91	UEPVC	2.26										
	NARS																
		Unbundled Network Access Register-Combination			UEP91	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register-Indial			UEP91	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register-Outdial			UEP91	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP91	CENA6	8.73										
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination-VG			UEP91	M1GBC	25.32										
		Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0091										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP91	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		Conversion-Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		21.50	8.42								
		Conversion of Existing Centrex Common Block			UEP91	USACN		5.17	8.32								
		New Centrex Standard Common Block			UEP91	M1ACS	0.00	618.82									
		New Centrex Customized Common Block			UEP91	M1ACC	0.00	618.82									
		Secondary Block, per Block			UEP91	M2CC1	0.00	71.31									
		NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	66.48									
	UNE-P CENTREX - 5ESS (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design		1	UEP95		10.94										
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design		2	UEP95		15.05										
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design		3	UEP95		25.80										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design		1	UEP95		13.41										
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design		2	UEP95		18.57										
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design		3	UEP95		32.04										
	UNE Loop Rate																
		2-Wire VG Loop (SL 1)-Zone 1		1	UEP95	UECS1	9.77										
		2-Wire VG Loop (SL 1)-Zone 2		2	UEP95	UECS1	13.88										
		2-Wire VG Loop (SL 1)-Zone 3		3	UEP95	UECS1	24.63										

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop (SL 2)-Zone 1		1	UEP95	UECS2	12.24										
	2-Wire VG Loop (SL 2)-Zone 2		2	UEP95	UECS2	17.40										
	2-Wire VG Loop (SL 2)-Zone 3		3	UEP95	UECS2	30.87										
UNE Port Rate																
All States																
	2-Wire VG Port (Centrex) Basic Local Area			UEP95	UEPYA	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex 800 termination)			UEP95	UEPYB	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP95	UEPYM	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port, Diff Serving Wire Center 2,3-800 Service Term-Basic Local Area			UEP95	UEPYZ	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP95	UEPY9	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port Terminated on 800 Service Term-Basic Local Area			UEP95	UEPY2	1.17	53.31	26.46	27.50	8.37						
AL, KY, LA, MS, SC, & TN Only																
FL & GA Only																
	2-Wire VG Port (Centrex)			UEP95	UEPHA	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex 800 termination)			UEP95	UEPHB	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex with Caller ID)1			UEP95	UEPHH	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3			UEP95	UEPHM	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port, Diff Serving Wire Center-800 Service Term 2,3			UEP95	UEPHZ	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port terminated in on Megalink or equivalent			UEP95	UEPH9	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port Terminated on 800 Service Term			UEP95	UEPH2	1.17	53.31	26.46	27.50	8.37						
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	2.26										
	All Select Features Offered, per port			UEP95	UEPVS	0.00	370.70									
	All Centrex Control Features Offered, per port			UEP95	UEPVC	2.26										
NARS																
	Unbundled Network Access Register-Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Outdial			UEP95	UAROX	0.00	0.00	0.00	0.00	0.00						
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	8.73										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	54.95										
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	15.69									
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP95	M1GBC	25.32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP95	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.66										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2	0.00	21.50	8.42								
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		5.17	8.32								
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	618.82									
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	618.82									
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	66.48									
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11.21	1.10								
	UNE-P CENTREX - DMS100 (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design		1	UEP9D		10.94										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design		2	UEP9D		15.05										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design		3	UEP9D		25.80										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design		1	UEP9D		13.41										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design		2	UEP9D		18.57										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design		3	UEP9D		32.04										
	UNE Loop Rate															
	2-Wire VG Loop (SL 1)-Zone 1		1	UEP9D	UECS1	9.77										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEP9D	UECS1	13.88										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEP9D	UECS1	24.63										
	2-Wire VG Loop (SL 2)-Zone 1		1	UEP9D	UECS2	12.24										
	2-Wire VG Loop (SL 2)-Zone 2		2	UEP9D	UECS2	17.40										
	2-Wire VG Loop (SL 2)-Zone 3		3	UEP9D	UECS2	30.87										
	UNE Port Rate															
	ALL STATES															
	2-Wire VG Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.17										
	2-Wire VG Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex /EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex /EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex /EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex /EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex /EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYW	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYJ	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex from diff Serving Wire Center) 2,3-Basic Local Area			UEP9D	UEPYM	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local Area			UEP9D	UEPYO	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	1.17	139.49	86.10	65.41	13.81						

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port, Diff Serving Wire Center-800 Service Term 2,3			UEP9D	UEPYZ	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.17	53.31	26.46	27.50	8.37						
FL & GA Only																
	2-Wire VG Port (Centrex)			UEP9D	UEPHA	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex 800 termination)			UEP9D	UEPHB	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/EBS-PSET)4			UEP9D	UEPHC	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex /EBS-M5009)4			UEP9D	UEPHD	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex /EBS-M5209)4			UEP9D	UEPHE	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex /EBS-M5112)4			UEP9D	UEPHF	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex /EBS-M5312)4			UEP9D	UEPHG	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex /EBS-M5008)4			UEP9D	UEPHT	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/EBS-M5208)4			UEP9D	UEPHU	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/EBS-M5216)4			UEP9D	UEPHV	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/EBS-M5316)4			UEP9D	UEPH3	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex with Caller ID)			UEP9D	UEPHH	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPHW	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPHJ	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPHM	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPHO	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPHP	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPHQ	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPHR	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5312)2, 3,4			UEP9D	UEPHS	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPH4	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPH5	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPH6	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPH7	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port, Diff Serving Wire Center-800 Service Term 2,3			UEP9D	UEPHZ	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port terminated in on Megalink or equivalent			UEP9D	UEPH9	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port Terminated on 800 Service Term			UEP9D	UEPH2	1.17	53.31	26.46	27.50	8.37						
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	2.26										
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	370.70									
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	2.26										
NARS																
	Unbundled Network Access Register-Combination			UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Inward			UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Outdial			UEP9D	UAROX	0.00	0.00	0.00	0.00	0.00						
Miscellaneous Terminations																
2-Wire Trunk Side																

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		NRC Disconnect		OSS Rates ($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Trunk Side Terminations, each			UEP9D	CEND6	8.73										
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9D	M1HD1	54.95										
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	15.69									
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	25.32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.0091										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP9D	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		21.50	8.42								
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		5.17	8.32								
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	618.82									
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	618.82									
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	66.48									
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11.21	1.10								
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design		1	UEP9E		10.94						-				
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design		2	UEP9E		15.05										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design		3	UEP9E		25.80										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design		1	UEP9E		13.41										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design		2	UEP9E		18.57										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design		3	UEP9E		32.04										
	UNE Loop Rate															
	2-Wire VG Loop (SL 1)-Zone 1		1	UEP9E	UECS1	9.77										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEP9E	UECS1	13.88										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEP9E	UECS1	24.63										
	2-Wire VG Loop (SL 2)-Zone 1		1	UEP9E	UECS2	12.24										
	2-Wire VG Loop (SL 2)-Zone 2		2	UEP9E	UECS2	17.40										
	2-Wire VG Loop (SL 2)-Zone 3		3	UEP9E	UECS2	30.87										
	UNE Port Rate															
	AL, FL, KY, LA, MS, & TN only															
	2-Wire VG Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.17	53.31	26.46	27.50	8.37						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP9E	UEPYM	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port, Diff Serving Wire Center 2,3-800 Service Term-Basic Local Area			UEP9E	UEPYZ	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP9E	UEPY9	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port Terminated on 800 Service Term-Basic Local Area			UEP9E	UEPY2	1.17	53.31	26.46	27.50	8.37						
Florida Only																
	2-Wire VG Port (Centrex)			UEP9E	UEPHA	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex 800 termination)			UEP9E	UEPHB	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex with Caller ID)1			UEP9E	UEPHH	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3			UEP9E	UEPHM	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port, Diff Serving Wire Center-800 Service Term 2,3			UEP9E	UEPHZ	1.17	139.49	86.10	65.41	13.81						
	2-Wire VG Port terminated in on Megalink or equivalent			UEP9E	UEPH9	1.17	53.31	26.46	27.50	8.37						
	2-Wire VG Port Terminated on 800 Service Term			UEP9E	UEPH2	1.17	53.31	26.46	27.50	8.37						
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9E	UEPVF	2.26										
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	370.70									
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	2.26										
NARS																
	Unbundled Network Access Register-Combination			UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Indial			UEP9E	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Outdial			UEP9E	UAROX	0.00	0.00	0.00	0.00	0.00						
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9E	CEND6	8.73										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9E	M1HD1	54.95										
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	15.69									
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9E	M1GBC	25.32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0.0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP9E	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		21.50	8.42								
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		5.17	8.32								
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	618.82									
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	618.82									
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	66.48									
Additional Non-Recurring Charges (NRC)																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9E	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9E	URETN		11.21	1.10								
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
Note 2 - Requres Interoffice Channel Mileage																
Note 3 - Installation is combination of Installation charge for SL2 Loop and Port																
Note 4 - Requires Specific Customer Premises Equipment																
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

Attachment 3

Network Interconnection

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NETWORK INTERCONNECTION

1. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.14 **IntraLATA Toll Traffic** is as defined in Section 7 of this Attachment.

2.15 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.

2.16 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.

2.17 **Local Traffic** is as defined in Section 7 of this Attachment.

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

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

2.20 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.

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

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

2.23 **Transit Traffic** is traffic originating on SCS' network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to SCS' network.

3. NETWORK INTERCONNECTION

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

3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the BFR/NBR process set out in this Agreement.

3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic.

3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2.3 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 **Interconnection via Dedicated Facilities**

3.3.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process.

3.4 **Fiber Meet**

3.4.1 Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if SCS elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, SCS and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, SCS' SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the SCS Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.4 Upon verbal request by SCS, BellSouth shall allow SCS access to the fusion splice point for the Fiber Meet point for maintenance purposes on SCS' side of the Fiber Meet point.

3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. SCS shall be billed for a mixed use of the Local Channel using the actual traffic SCS elects to transmit over the facility and the rates from this Agreement and the appropriate tariff(s). Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

4.1 BellSouth and SCS shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.

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

4.2.1 Notwithstanding the forgoing, SCS shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where SCS has homed (i.e. assigned) its NPA/NXXs. SCS shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. SCS shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on SCS' NXX access tandem homing arrangement as specified by SCS in the LERG.

4.4 Any SCS interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to SCS from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require SCS to submit a BFR/NBR via the BFR/NBR Process.

4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and SCS are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.

4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. SCS shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.

4.8 In cases where SCS is also an IXC, the IXC's Feature Group D (FGD) trunk group(s) must remain separate from the local interconnection trunk group(s).

4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and SCS' equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. SCS shall order such two-way trunks via the ASR process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party.

4.10.1 **BellSouth Access Tandem Interconnection**

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures

4.10.1.1 **Basic Architecture**

In the basic architecture, SCS' originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between SCS and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between SCS and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which SCS desires to exchange traffic. This trunk group also carries SCS originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to SCS. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic architecture is illustrated in Exhibit B.

4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for SCS-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for SCS End-Users. A two-way trunk group provides Intratandem Access for SCS' originating and terminating Transit Traffic. This trunk group carries Transit Traffic between SCS and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which SCS desires to exchange traffic. This trunk group also carries SCS originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to SCS. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between SCS and BellSouth. In addition, a separate two-way transit trunk group must be established for SCS' originating and terminating Transit Traffic. This trunk group carries Transit Traffic between SCS and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which SCS desires to exchange traffic. This trunk group also carries SCS originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to SCS. However, where SCS is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and SCS' Transit Traffic are exchanged on a single two-way trunk group between SCS and BellSouth to provide Intratandem Access to SCS. This trunk group carries Transit Traffic between SCS and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which SCS desires to exchange traffic. This trunk group also carries SCS originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to SCS. However, where SCS is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 **Multiple Tandem Access Interconnection**

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

4.10.1.5.2 SCS may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an IXC. Switched access traffic originated by or terminated to SCS will be delivered to and from IXCs based on SCS' NXX access tandem homing arrangement as specified by SCS in the LERG.

4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

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

4.10.2 **Local Tandem Interconnection**

4.10.2.1 Local Tandem Interconnection arrangement allows SCS to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of SCS-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, SCS must designate a "home" local tandem for each of its assigned

NPA/NXXs and establish trunk connections to such local tandems. Additionally, SCS may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. SCS may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where SCS does not choose to establish an interconnection trunk group(s). It is SCS' responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to SCS' codes. Likewise, SCS shall obtain its routing information from the LERG.

4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, SCS must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which SCS has NPA/NXXs homed for the delivery of IXC Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 GSST).

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

4.10.3 **Direct End Office-to-End Office Interconnection**

4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

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

4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between SCS and BellSouth.

4.10.3.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between SCS' switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle

such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

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

4.10.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by SCS to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.10.4.1 **Toll Free Traffic**

4.10.4.1.1 If SCS chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all SCS originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.4.1.2 SCS may choose to perform its own Toll Free database queries from its switch. In such cases, SCS will determine the nature of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, SCS will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, SCS will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and SCS shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, SCS will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to SCS' network but that are connected to BellSouth's access tandem.

4.10.5 All post-query Toll Free calls for which SCS performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where SCS chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the SCS switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.

5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.

5.6 Signaling Call Information. BellSouth and SCS will send and receive 10 digits for Local Traffic. Additionally, BellSouth and SCS will exchange the proper call information, i.e. originated call company number and destination call company

number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

5.7 **Forecasting for Trunk Provisioning**

5.7.1 Within six (6) months after execution of this Agreement, SCS shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of SCS' forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, SCS-to-BellSouth one-way trunks (SCS Trunks), BellSouth-to-SCS one-way trunks (Reciprocal Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities.

5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for SCS location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

5.7.2 Once initial interconnection trunk forecasts have been developed, SCS shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. SCS shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.

5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

5.8 **Trunk Utilization**

5.8.1 For the Reciprocal Trunk Groups that are Final Trunk Groups (Reciprocal Final Trunk Groups), BellSouth and SCS shall monitor traffic on each interconnection Reciprocal Final Trunk Group that is ordered and installed. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any Reciprocal Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized Reciprocal Final Trunk Groups and SCS shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

5.8.1.1 BellSouth's CISC will notify SCS of any under-utilized Reciprocal Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated SCS interface. SCS will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to LNP) and the timeframes within which SCS expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with SCS to determine if agreement can be reached on the number of Reciprocal Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to SCS. The due date of these orders will be four weeks after SCS was first notified in writing of the underutilization of the trunk groups.

5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

5.8.3 For the two-way trunk groups, BellSouth and SCS shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and SCS shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

5.8.3.1 BellSouth's LISC will notify SCS of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated SCS interface. SCS will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to LNP) and the timeframes within which SCS expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with SCS to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, SCS will issue disconnect orders to BellSouth. The due date of these orders will be four weeks after SCS was first notified in writing of the underutilization of the trunk groups.

5.8.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6. LOCAL DIALING PARITY

6.1 BellSouth and SCS shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7. INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic

7.1.1 For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's GSST.

7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding Extended Area Service (EAS) exchange as defined and specified in Section A3 of BellSouth's GSST. ISP-bound Traffic is

not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and SCS agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or SCS 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 SCS further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or SCS that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

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

7.1.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.

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

7.1.7 IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA that is not Local or ISP-bound traffic under this Attachment.

7.1.7.1 For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Access Services Tariffs as filed and in effect with the FCC or Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's End User's presubscribed IXC or if one Party's End User uses the other Party as an IXC on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.

7.1.8 If SCS assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to SCS End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a SCS customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, SCS agrees to

identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to SCS at BellSouth's switched access tariff rates.

7.2 If SCS does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole SCS NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if SCS can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.

7.3 **Jurisdictional Reporting**

7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

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

7.3.3 **Percent Interstate Usage**. Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. All jurisdictional report requirements, rules and regulations for IXCs specified in BellSouth's Intrastate Access Services Tariff will apply to SCS. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September.

7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.

7.3.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and SCS shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.4 **Compensation for 8XX Traffic**

7.4.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. SCS will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.

7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to SCS requires interconnection from SCS to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. SCS shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that SCS desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

7.5 **Mutual Provision of Switched Access Service**

7.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.

7.5.2 If the BellSouth End User chooses SCS as their presubscribed IXC, or if the BellSouth End User uses SCS as an IXC on a 101XXXX basis, BellSouth will charge SCS the appropriate BellSouth tariff charges for originating switched access services.

7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.

7.5.4 When SCS' end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by SCS as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

7.5.4.1 When SCS' end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to SCS, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As

business requirements change, data reporting requirements may be modified as necessary.

7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.

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

7.5.9 SCS agrees not to deliver switched access traffic to BellSouth for termination except over SCS ordered switched access trunks and facilities.

7.6 **Transit Traffic**

7.6.1 BellSouth shall provide tandem switching and transport services for SCS' Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between SCS and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between SCS and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided,

however, that SCS is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to SCS. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, SCS shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. FRAME RELAY SERVICE INTERCONNECTION

8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and SCS' frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which SCS is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between SCS and BellSouth Frame Relay Switches in the same LATA.

8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's GSST except as set forth in this Attachment.

8.3 Upon the request of either Party, such interconnection will be established where BellSouth and SCS have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.

8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC

remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).

8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).

8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, SCS may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies SCS that it has found that this method does not adequately represent the PLCU.

8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.

8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and SCS will pay, the total nonrecurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. SCS will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of SCS' PLCU.

8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and SCS will pay, the total nonrecurring and recurring charges for the NNI port. SCS will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by SCS' PLCU.

8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

8.8 For the PVC segment between the SCS and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

8.9 Compensation for PVC rate elements will be calculated as follows:

8.9.1 If SCS orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the SCS Frame Relay switch, BellSouth will invoice, and SCS will pay, the total nonrecurring and

recurring PVC charges for the PVC segment between the BellSouth and SCS Frame Relay switches. If the VC is a Local VC, SCS will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to SCS for the PVC segment.

8.9.2 If BellSouth orders a Local VC connection between a SCS subscriber's PVC segment and a PVC segment from the SCS Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and SCS will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and SCS Frame Relay switches. If the VC is a Local VC, SCS will then invoice and BellSouth will pay the total nonrecurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to SCS for the PVC segment.

8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.

8.9.4 If SCS requests a change, BellSouth will invoice and SCS will pay a Feature Change charge for each affected PVC segment.

8.9.4.1 If BellSouth requests a change to a Local VC, SCS will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.

8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.

8.10 SCS will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.

8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

9. ORDERING CHARGES

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

10 BASIC 911 AND E911 INTERCONNECTION

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

10.2 Basic 911 Interconnection. BellSouth will provide to SCS 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. SCS 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. SCS will be required to route that call to BellSouth at the appropriate 911 tandem. When a municipality converts to E911 service, SCS will be required to begin using E911 procedures.

10.3 E911 Interconnection. SCS shall install a minimum of two dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing that will deliver ANI with the voice portion of the call. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. SCS will be required to provide BellSouth daily updates to the E911 database. SCS 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, SCS will be required to route the call to a designated 7-digit or 10-digit local number residing in the appropriate Public Service Answering Point (PSAP). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. SCS shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

10.4 Rates. BellSouth will impose applicable charges on SCS for BellSouth trunking arrangements. Rates for trunking arrangements are as set forth in Exhibit A of this Attachment. In addition SCS will be responsible for charges for the facilities that the E911 trunks will ride. Facility rates are as set forth in the access tariff.

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

Exhibit B

Basic Architecture

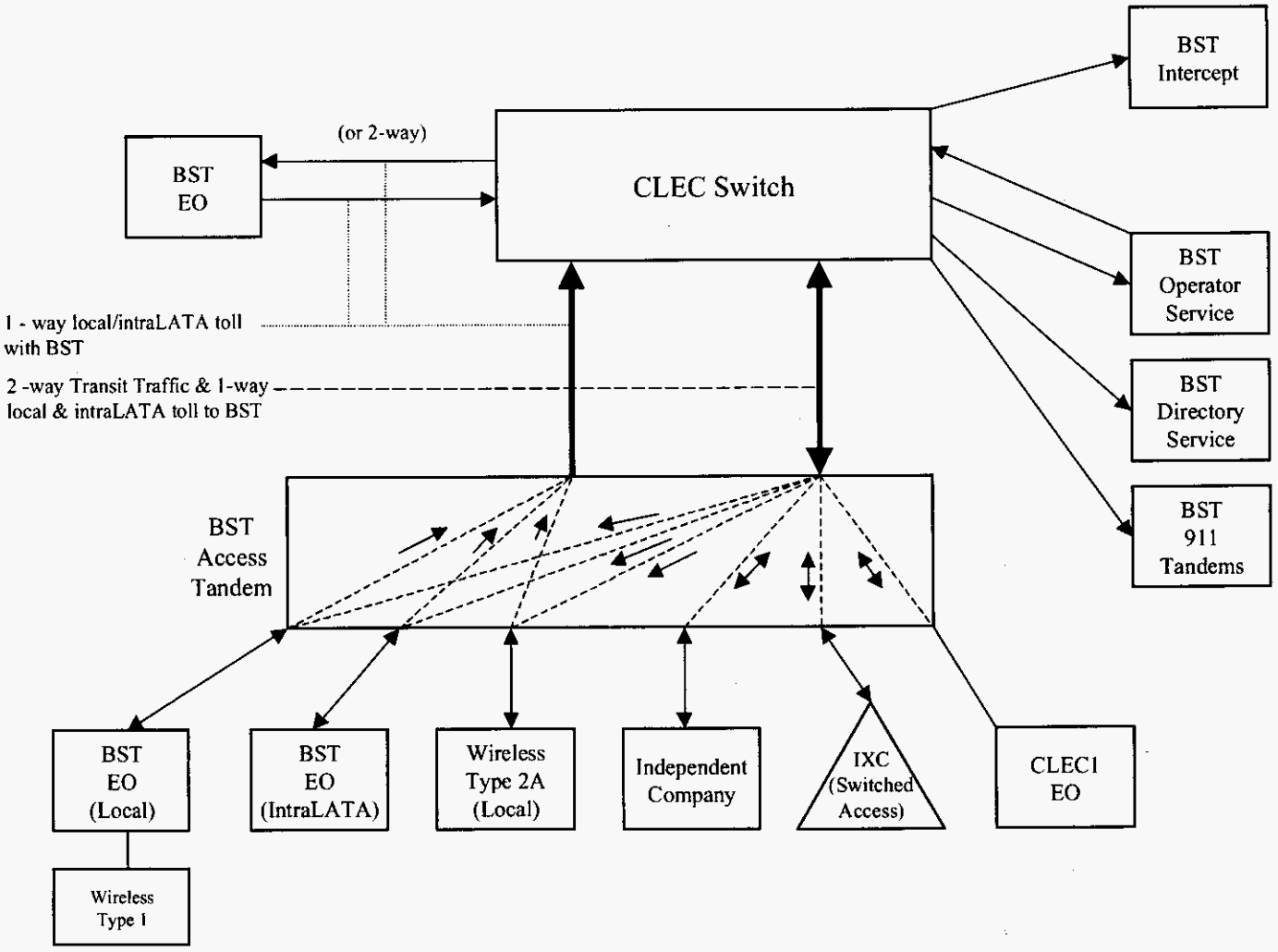


Exhibit C

One-Way Architecture

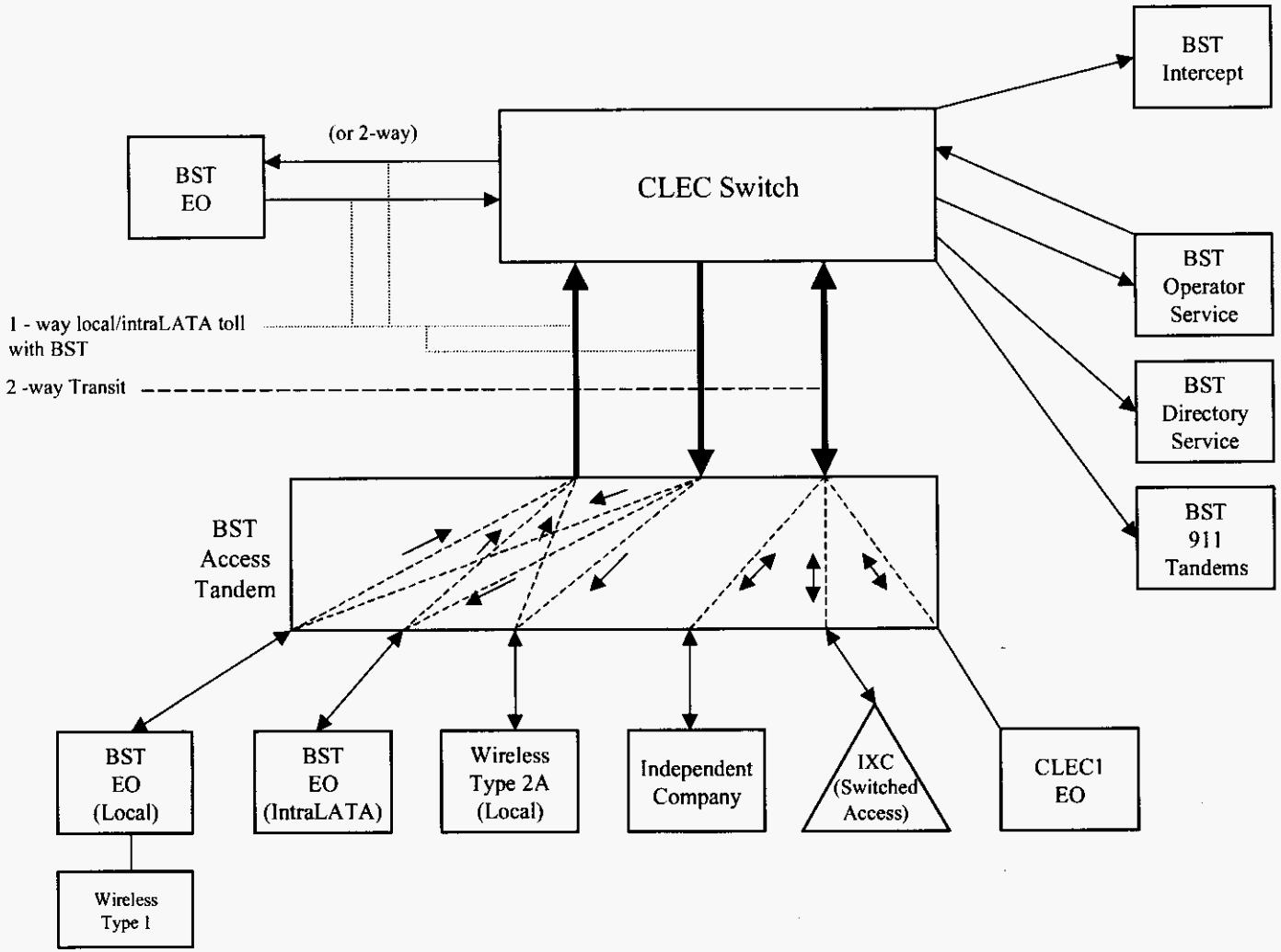


Exhibit D

Two-Way Architecture

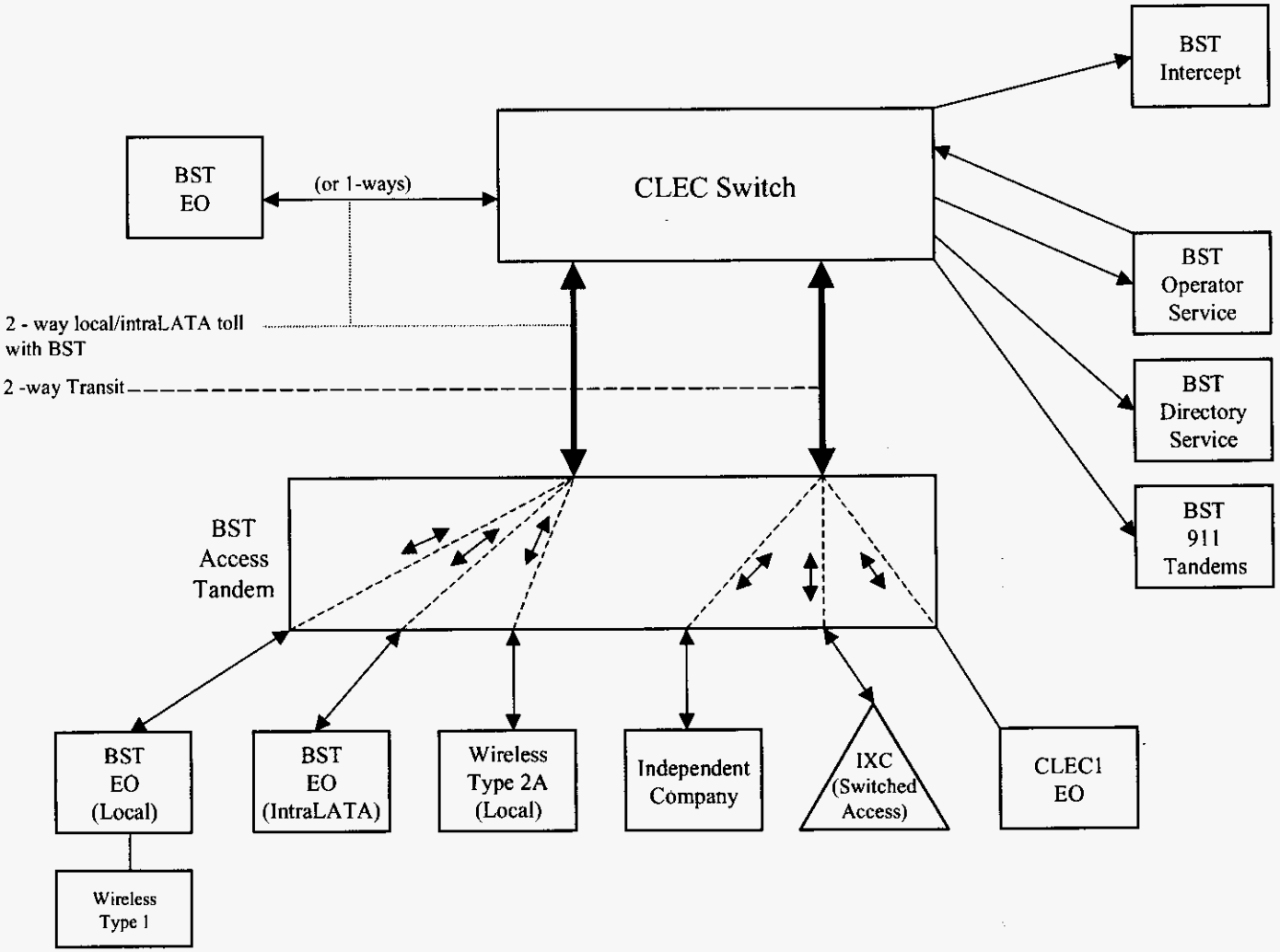
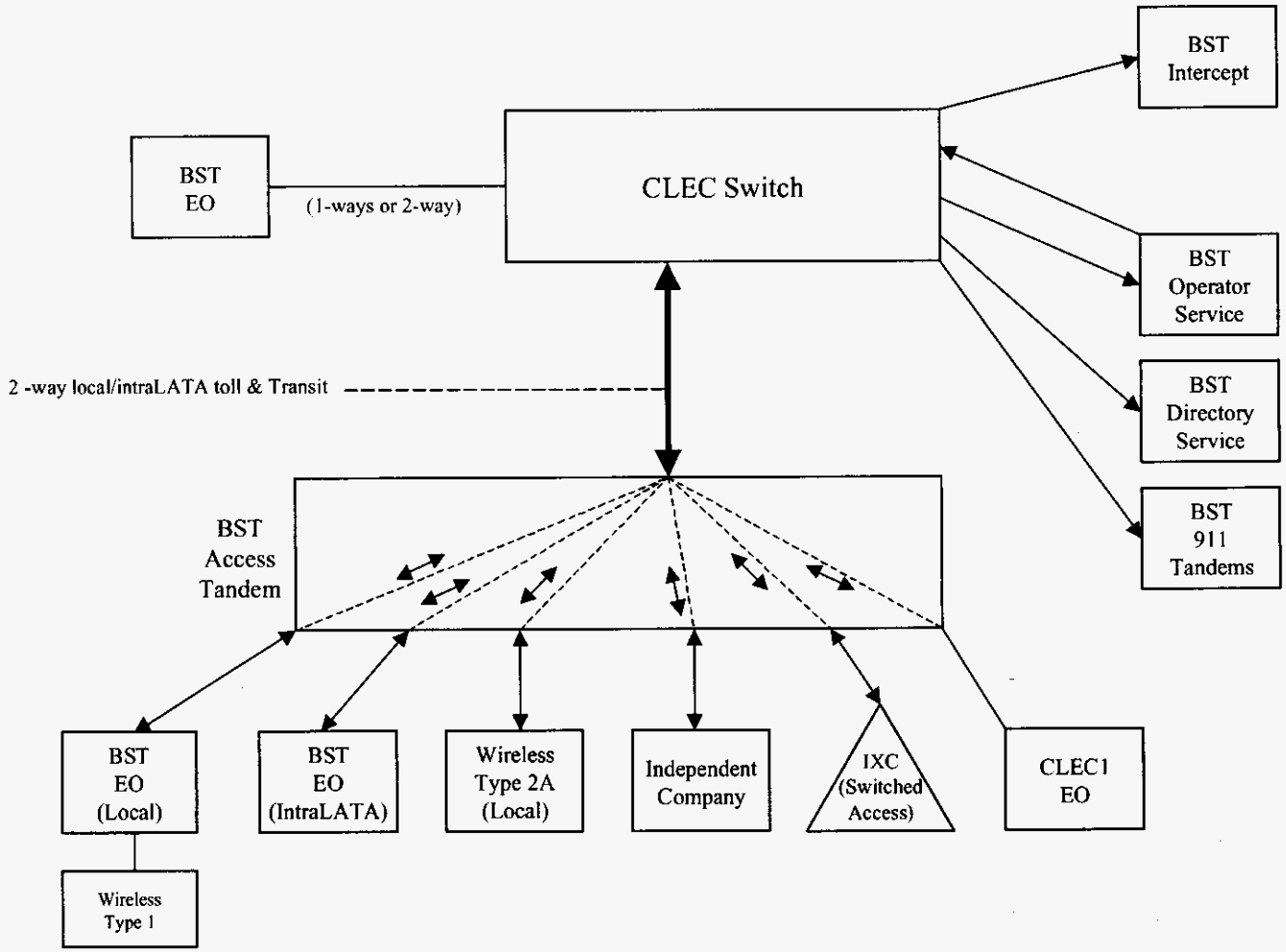


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Florida														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0006019bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006019										
	Tandem Intermediary Charge, per MOU*			OHD		0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service-per DS0			OHD	TPP6X		21.73	8.19								
	Installation Trunk Side Service-per DS0			OHD	TPP9X		21.73	8.19								
	*Dedicated End Office Trunk Port Service-per DS0***			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport-Per Mile, Per MOU			OHD		0.0000035bk										
	Common Transport-Facilities Termination Per MOU			*OHD*		*0.0004372bk*										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel-Dedicated Transport-2-Wire VG-Per Mile per month			OHM	1L5NF	0.0091										
	Interoffice Channel-Dedicated Transport-2-Wire VG-Facility Termination per month			OHM	1L5NF	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel-Dedicated Transport-56 kbps-per mile per month			OHM	1L5NK	0.0091										
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel-Dedicated Transport-64 kbps-per mile per month			OHM	1L5NK	0.0091										
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel-Dedicated Channel-DS1-Per Mile per month			OH1, OH1MS	1L5NL	0.1856										
	Interoffice Channel-Dedicated Tranport-DS1-Facility Termination per month			OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel -Dedicated Transport-DS3-Per Mile per month			OH3, OH3MS	*1L5NM*	*3.87*										
	Interoffice Channel-Dedicated Transport-DS3-Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel-Dedicated-2-Wire VG per month			OHM	TEFV2	19.66	265.84	46.97	37.63	4.00						
	Local Channel-Dedicated-4-Wire VG per month			OHM	TEFV4	20.45	266.54	47.67	44.22	5.33						
	Local Channel-Dedicated-DS1 per month			OH1	TEFHG	36.49	216.65	183.54	24.30	16.95						
	Local Channel-Dedicated-DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel-Dedicated-DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel-Dedicated-DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization- DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

Attachment 4

Physical Collocation

BELLSOUTH

PHYSICAL COLLOCATION

1. Scope of Attachment

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

1.2 Right to Occupy. BellSouth shall offer to SCS 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 SCS to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by SCS 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 the state of Florida, the size specified by SCS may contemplate a request for space sufficient to accommodate SCS' growth within an eighteen (18) month period.

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

1.4 Space Reclamation. In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises, including unutilized space held by SCS and other collocated telecommunications carriers in BellSouth's Premises. SCS will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

1.4.1 If physical Collocation Space is needed to accommodate another telecommunication carrier's request for physical collocation or BellSouth's own immediate space needs, BellSouth may reclaim from SCS any physical Collocation Space that is not being "efficiently used" or that cannot be proven to be needed within the 18 month planning period. This term (efficiently used) shall mean that substantially all of the floor space is taken up by SCS' collocated equipment as described in Section 5.1 of this Attachment. In addition, BellSouth may reclaim, for the same reasons as those stated above, any space that is not being used at all to house SCS' equipment and/or facilities for collocation purposes. SCS will have one hundred eighty (180) calendar days from receipt of notice by BellSouth to SCS of the need for such physical Collocation Space to ensure that such space is being used in accordance with the terms and conditions herein and shall be responsible to justify to the Commission, if the Commission requires such justification.

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

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

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

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

2. Space Availability Report

2.1 Upon request from SCS and at SCS' expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of

Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by SCS.

2.1.1 The request from SCS for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the LERG and Common Language Location Identification (CLLI) code of the BellSouth Premises. CLLI code information is located in the NECA Tariff FCC No. 4.

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

3. Collocation Options

3.1 Cageless. BellSouth shall allow SCS to collocate SCS' equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow SCS to have direct access to SCS' equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where SCS' 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, SCS 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 SCS' expense, SCS will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (hereinafter referred to as Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, SCS and SCS' BellSouth Certified Supplier must comply with the more stringent local building code requirements. SCS' BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with SCS and provide, at SCS' expense, the documentation,

including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for SCS' BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. SCS' BellSouth Certified Supplier shall bill SCS directly for all work performed for SCS to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by SCS' BellSouth Certified Supplier. SCS must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access SCS' locked enclosure prior to notifying SCS 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 SCS.

3.2.1 BellSouth may elect to review SCS' plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify SCS of its desire to execute this review in BellSouth's response to the Initial Application, if SCS has indicated its desire to construct its own enclosure. If SCS' Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the date the firm order has been received by BellSouth. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of SCS' plans and specifications. Regardless of whether or not BellSouth elects to review SCS' plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to SCS' 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 SCS. BellSouth shall require SCS to remove or correct within seven (7) calendar days, at SCS' expense, any structure that does not meet SCS' plans and specifications or BellSouth's Specifications, as applicable.

3.3 Shared Caged Collocation. SCS may allow other telecommunications carriers to share SCS' caged collocation arrangement, pursuant to the terms and conditions agreed to by SCS (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to SCS. BellSouth shall be notified in writing by SCS 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 SCS 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 SCS. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Attachment between BellSouth and SCS.

3.3.1 SCS, 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. SCS is also responsible for ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide SCS with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In Florida, the Guest(s) may submit its own initial and subsequent equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).

3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.3 SCS 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 SCS' Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises property. An Adjacent Arrangement shall be procured by SCS or constructed by the SCS' BellSouth Certified Supplier and must be in conformance with BellSouth's design and construction Specifications. Further, SCS 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 SCS requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, SCS must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide the appropriate Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, SCS and SCS' BellSouth Certified Supplier shall comply with the more stringent local building code requirements. SCS' BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. SCS' BellSouth Certified Supplier shall bill SCS directly for all work

performed for SCS to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by SCS' BellSouth Certified Supplier. SCS must provide the local BellSouth Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access SCS' locked enclosure prior to notifying SCS 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 SCS must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its firm order. BellSouth shall review SCS' plans and specifications prior to the construction of an Adjacent Arrangement(s) to ensure SCS' compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from SCS for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to SCS' 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 SCS. BellSouth shall require SCS to remove or correct within seven (7) calendar days, at SCS' expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, as applicable.

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

3.5 Direct Connect. BellSouth will permit SCS to directly interconnect between its own virtual/physical Collocation Space within the same central office by utilizing a Direct Connect. SCS shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by SCS. SCS-provisioned DC's shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, and a nonrecurring charge per cable, of the actual common cable support structure used by SCS to provision the Direct Connects between its virtual/physical Collocation Spaces. In those instances where SCS' virtual/physical Collocation Space is contiguous in the central office, SCS will have the option of using SCS' own technicians to deploy the Direct Connects using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. SCS will deploy such electrical or optical

connections directly between its own facilities without being routed through BellSouth's equipment. SCS may not self-provision Direct Connects on any BellSouth distribution frame, POT, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). SCS is responsible for ensuring the integrity of the signal.

3.5.1 To place an order for Direct Connects, SCS must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of Direct Connects, the Subsequent Application Fee for Direct Connects, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of Direct Connects are requested, either an Initial Application Fee or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response to SCS.

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

3.6.1 SCS must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by SCS. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. SCS shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The SCS-provisioned CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used by SCS to provision the CCXC to the other collocated telecommunications carrier. In those instances where SCS' equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, SCS may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. SCS shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. SCS 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). SCS is responsible for ensuring the integrity of the signal.

3.6.2 To place an order for CCXCs, SCS must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of CCXCs, are requested, either an Initial Application or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to SCS.

4. Occupancy

4.1 BellSouth will notify SCS in writing when the Collocation Space is ready for occupancy (Space Ready Date). SCS 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 SCS' original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If SCS completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of SCS' acceptance of the Collocation Space (Space Acceptance Date). In the event SCS fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by SCS on the Space Ready Date and billing will commence from that date. If SCS decides to occupy the space prior to the Space Ready Date, the date SCS occupies the space is deemed the new Space Acceptance Date and billing will begin from that date. SCS must notify BellSouth in writing that its collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice. For the purposes of this paragraph, SCS' 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, SCS may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that SCS and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that SCS signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and SCS jointly conduct an inspection, confirming

that SCS has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to certain rate elements in Florida. The particular disconnect fees that would apply are contained in Exhibit B of this Attachment. BellSouth may terminate SCS' right to occupy Collocation Space in the event SCS fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B.

4.2.1 Upon termination of occupancy, SCS, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by SCS from the Collocation Space. SCS shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) date (Termination Date) to complete such removal, including the removal of all equipment and facilities of SCS' Guest(s), unless SCS' 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 SCS removal date. SCS shall continue the payment of all monthly recurring charges to BellSouth until the date SCS, and if applicable SCS' Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If SCS or SCS' Guest(s) fails to vacate the Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of SCS or SCS' Guest(s), in any manner that BellSouth deems fit, at SCS' expense and with no liability whatsoever for SCS' property or SCS' Guest(s)'s property. Upon termination of SCS' right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and SCS shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by SCS, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. SCS' BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. SCS shall be responsible for the cost of removing any SCS constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), by the Termination Date and restoring the grounds to their original condition.

5. Use of Collocation Space

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

5.1.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for

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

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

5.1.3 SCS 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 SCS submits an application for terminations that will exceed the total capacity of the collocated equipment, SCS will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Attachment, SCS will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375 listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment. Equipment that satisfies both subparts (i) and (ii) of this section shall be defined as "Secured Equipment". If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.

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

5.3 SCS shall place a plaque or affix other identification (e.g., stenciling) to SCS' equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify SCS' equipment in the case of an emergency.

5.4 Entrance Facilities. SCS may elect to place SCS-owned or SCS-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. SCS will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. SCS 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 SCS' equipment in the Collocation Space. In the event SCS utilizes a non-metallic, riser-type entrance facility, a splice will not be required. SCS must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. SCS is responsible for the maintenance of the entrance facilities. At SCS' 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.

5.4.1 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by SCS for dual entrance facilities to its physical Collocation Space, BellSouth shall provide SCS with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to SCS' Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to SCS in the Application Response.

5.4.2 Shared Use. SCS may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to SCS' Collocation Space within the same BellSouth Premises. BellSouth shall allow the splice, as long as the fiber is non-working fiber. SCS must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the SCS-provided riser cable to the spare capacity on the entrance facility. If SCS desires to allow another telecommunications carrier to use its entrance facilities, that other telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA

from SCS authorizing BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on SCS' entrance facility.

5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between SCS' equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on BellSouth's designated conventional distributing frame (CDF). SCS shall be responsible for providing the necessary cabling, and SCS' 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. SCS or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

5.6 SCS' Equipment and Facilities. SCS, or if required by this Attachment, SCS' 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 SCS 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. SCS and its designated BellSouth Certified Supplier must follow and comply with all BellSouth Specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.

5.7 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to SCS' Collocation Space. BellSouth retains the right to access SCS' 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 SCS at least forty-eight (48) hours before access to SCS' Collocation Space is required. SCS may elect to be present whenever BellSouth performs work in the SCS' Collocation Space. The Parties agree that SCS will not bear any of the expense associated with this type of work.

5.8 Access. Pursuant to Section 12, SCS shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. SCS agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of SCS or SCS' Guest(s) that will be provided with access keys or cards (Access Keys), prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by SCS and returned to BellSouth Access Management within fifteen (15) calendar days of SCS' receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card

requests until the proper key acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. SCS agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of SCS' employees, suppliers, agents, or Guest(s) after termination of the employment relationship, the contractual obligation with SCS ends, upon the termination of this Attachment, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises.

5.8.1 BellSouth will permit one (1) accompanied site visit to SCS' designated Collocation Space, after receipt of the BFFO, without charge to SCS. SCS must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to a BellSouth Premises at least thirty (30) calendar days prior to the date SCS desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, SCS may submit a request for its one (1) accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event SCS 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 SCS to access the Collocation Space accompanied by a security escort, at SCS' expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. SCS must request escorted access to its designated Collocation Space at least three (3) business days prior to the date such access is desired.

5.9 Lost or Stolen Access Devices. SCS shall immediately notify BellSouth in writing when any of its Access Keys have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access card as a result of a lost or stolen Access Device(s) or for failure of SCS' employees, suppliers, agents or Guest(s) to return an Access Device(s), SCS shall pay for the costs of re-keying or deactivating the Access card pursuant to the fees set forth in Exhibit B.

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

5.10.1 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 SCS 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 SCS' equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to SCS prior to the taking of such action and BellSouth shall have no liability to SCS 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 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 SCS fails to take curative action within forty-eight (48) hours of SCS' receipt of written notice, BellSouth will establish before the appropriate Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to SCS or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by SCS is significantly degrading the performance of other advanced services or traditional voice band services, SCS shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.

5.11 Personalty and its Removal. Facilities and equipment placed by SCS 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 SCS at any time. Any damage caused to the Collocation Space by SCS' employees, suppliers, agents or representatives during the installation or removal of such property shall be promptly repaired by SCS at its sole expense. If SCS decides to remove equipment from its Collocation Space and the removal requires no physical work be performed by BellSouth and SCS' physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill SCS an Administrative Only Application Fee as set forth in Exhibit B. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response to SCS.

5.12 Alterations. Under no condition shall SCS or any person acting on behalf of SCS make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such rearrangement, modification, augment, improvement, addition, and/or other alteration shall be paid by SCS, and shall require a Subsequent Application and will result in the assessment of either a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee as set forth in Section 6.3.1, which will be billed by BellSouth on the date that BellSouth provides SCS with an Application Response.

5.13 Janitorial Service. SCS shall be responsible for the general upkeep of its Collocation Space. SCS shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis, upon request.

6. Ordering and Preparation of Collocation Space

6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to SCS 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 SCS' or SCS' Guest's(s') initial equipment placement, SCS shall input a Physical Expanded Interconnection Application Document (Initial Application) directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by SCS and will be billed by BellSouth on the date BellSouth provides SCS with an Application Response.

6.3 Subsequent Application. In the event SCS or SCS' Guest(s) desires to modify its use of the Collocation Space after a BFFO, SCS shall complete an application (Subsequent Application) that contains all of the detailed information associated with the alteration related to the Collocation Space, as defined in Section 5.13 of this Attachment. The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change requested by SCS in the application. Such modifications to the BellSouth Premises may include, but are not limited to, floor

loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.3.1 Subsequent Application Fee. The application fee paid by SCS shall be dependent upon the level of assessment needed. If the modifications reflected on the Subsequent Application require no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. This Administrative Only Application Fee would be applicable in instances such as those associated with a Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, a modification to an application prior to receipt of the BFFO and a V-to-P Conversion (In Place). The fee for a Subsequent Application in which the modifications requested have limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee, as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require SCS to submit the Subsequent Application with an Initial Application Fee. The appropriate nonrecurring application fee will be billed on the date BellSouth provides SCS with an Application Response.

6.4 Space Preferences. If SCS has previously requested and received a Space Availability Report for the BellSouth Premises, SCS 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 SCS' preference(s), SCS 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 SCS with an Application Response.

6.5 Space Availability Notification.

6.5.1 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items/revisions necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and bill SCS 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 SCS or space that is configured differently, if SCS decides to accept the available space, SCS must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.

6.5.2 Denial of Application. If BellSouth notifies SCS that no space is available (Denial of Application), BellSouth will not assess an application fee to SCS. After notifying SCS that there is no available space in the requested BellSouth Premises, BellSouth will allow SCS, upon request, to tour the entire BellSouth Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, BellSouth must receive the request for a tour of the BellSouth Premises within five (5) calendar days of the Denial of Application.

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

6.7 Waiting List.

6.7.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunication carriers that have either received a Denial of Application or, where it is publicly known that the BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunication carriers on the waiting list by mail when space becomes available according to the position of each telecommunication carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunication carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunication carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.

6.7.2 When physical Collocation Space becomes available, SCS must submit an updated, complete, and accurate application to BellSouth within thirty (30) calendar days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If SCS has originally requested caged Collocation Space and cageless Collocation Space becomes available, SCS may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that SCS wants to maintain its place on the waiting list for caged Physical Collocation Space, without accepting the available cageless Collocation Space.

SCS may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If SCS

does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunication carrier on the waiting list and remove SCS from the waiting list. Upon request, BellSouth will advise SCS as to its position on the waiting list.

6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.

6.9 Application Response. 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 SCS 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 SCS submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of SCS, or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge SCS the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification in which the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require SCS to submit the application with an Initial Application Fee. The appropriate nonrecurring application fee will be billed on the date BellSouth provides SCS with an Application Response.

6.11 Bona Fide Firm Order.

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

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of SCS' BFFO. BellSouth will acknowledge the receipt of SCS' BFFO within seven (7) calendar days of receipt, so that SCS will have positive confirmation from BellSouth that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and SCS cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, or within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.

7.2 Joint Planning. Joint planning between BellSouth and SCS will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and BFFO. The Collocation Space completion interval will be provided to SCS during the joint planning meeting.

7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will file for the appropriate permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.

7.4 Acceptance Walkthrough. SCS will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days after the Space Ready Date. In the event SCS fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by SCS on the Space Ready Date. BellSouth will correct any

deviations to SCS' original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different timeframe.

7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to SCS prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which SCS has physical Collocation Space with no POT bay or with a grand fathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to SCS prior to the Provisioning Interval for those BellSouth Premises in which SCS has physical Collocation Space with a POT bay provided by SCS or virtual Collocation Space, until SCS provides BellSouth with the following information:

For physical Collocation Space with a SCS-provided POT bay, SCS shall provide BellSouth with a complete layout of the POT panels on an equipment inventory update (EIU) form, showing locations, speeds, etc.

For virtual Collocation Space, SCS shall provide BellSouth with a complete layout of SCS' equipment on an EIU form, including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by SCS' BellSouth Certified Supplier.

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

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

7.6 Use of BellSouth Certified Supplier. SCS shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. SCS and SCS' BellSouth Certified Supplier must follow and comply with all of BellSouth's Specifications, as outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, SCS must select different BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide SCS with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing SCS' equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is completed, and notifying BellSouth's equipment engineers and SCS upon successful completion of the installation, etc. The BellSouth Certified Supplier shall bill SCS directly for all work performed for SCS pursuant to this Attachment. BellSouth shall have no liability for,

nor responsibility to pay, such charges imposed by SCS' BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to SCS or any supplier proposed by SCS and will not unreasonably withhold certification. All work performed by or for SCS shall conform to generally accepted industry standards.

7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. SCS shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service SCS' Collocation Space. Upon request, BellSouth will provide SCS with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by SCS. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, SCS may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s) and pay the appropriate fees associated with physical Collocation Space and the rearrangement or reconfiguration of services currently being terminated in the virtual collocation arrangement. If BellSouth knows when additional space for physical collocation may become available at the BellSouth Premises requested by SCS, such information will be provided to SCS in BellSouth's written denial of physical Collocation Space. To the extent that (i) physical Collocation Space becomes available to SCS within one hundred eighty (180) calendar days of BellSouth's written denial of SCS' request for physical Collocation Space, (ii) BellSouth had knowledge that the space was going to become available, and (iii) SCS was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar day period, then SCS may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Collocation Space. SCS must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

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

Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to SCS.

7.10 Cancellation. If at any time prior to space acceptance, SCS cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed.

7.11 Licenses. SCS, at its own expense, will be solely responsible for obtaining from the proper governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunication services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.

7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

8.1 Application Fee. BellSouth shall assess a nonrecurring application fee via a service order on the date BellSouth responds pursuant to Section 6.10 (Application Response).

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

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

8.4 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications assessed per arrangement, per square foot and Common Systems Modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. SCS shall remit payment of the nonrecurring Firm Order Processing fee coincident with the submission of a BFFO. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, design and modification costs for network, building and support systems, etc. In the event SCS opts for cageless space, the space preparation fees will be assessed based on the total square footage of floor space dedicated to SCS as prescribed in this Section.

8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth

Premises, but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, SCS shall pay floor space charges based upon the number of square feet so enclosed. The minimum size for caged Collocation Space is 100 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. When the Collocation Space is not enclosed, SCS 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 SCS' collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, SCS 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 SCS' Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) upon SCS' request within the BellSouth Premises; however, the determination of whether BellSouth will permit the power configuration requested by SCS will be made at BellSouth's sole discretion, which shall not be unreasonably withheld. BellSouth will revise SCS' recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by SCS' BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from SCS certifying the completion of the power reduction work, including the removal of the power cabling by SCS' 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 SCS' BellSouth Certified Supplier. Likewise, when obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized) and installed by SCS' BellSouth Certified Supplier. SCS is responsible for contracting with a BellSouth Certified Supplier for the power distribution feeder cable running from a BellSouth BDFB or BellSouth power board to SCS' equipment. The determination of whether SCS' requested DC power will be provided from the BellSouth BDFB or BellSouth power board will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by SCS must provide BellSouth with a copy of the engineering power specifications prior to the day on which SCS' equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and SCS' Collocation Space. SCS shall contract with a BellSouth Certified Supplier who will be responsible for the following power provisioning activities: installing, removing or replacing dedicated power cable support structure within SCS' arrangement, power cable feeds, and terminations of cable. A BellSouth Certified Supplier must perform all terminations at a BellSouth power board. SCS 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 SCS elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed SCS' 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 SCS' BellSouth Certified Supplier, except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. SCS' 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 SCS' option, SCS may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.

8.6.3 If SCS desires to reduce the amount of power that it has requested from BellSouth, SCS must submit a Subsequent Application for this power reduction. If no other modifications to the Collocation Space are requested other than the reduction in power, the Power Reduction Only, Application fee, as set forth in Exhibit B, will apply. If other modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill the appropriate nonrecurring application fee on the date BellSouth provides an Application Response to SCS.

8.7 Security Escort. A security escort will be required whenever SCS or its approved agent desires access to the entrance manhole or must have access to a BellSouth Premises after the one (1) accompanied site visit allowed pursuant to Section 5.9 prior to completing BellSouth's Security Training requirements. The rates for security escort service are assessed, beginning with the scheduled escort time, pursuant to the fee schedule in Exhibit B. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and SCS shall pay for such half-hour charges in the event SCS fails to show up.

8.8 Cable Record charges. These charges apply for work required to add or change existing cable records assigned to SCS in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. The Cable Record charges are assessed as nonrecurring fees, and will be billed upon receipt of SCS' 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 SCS 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 SCS 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 SCS' real and personal property situated on or within BellSouth's Central Office location(s).

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

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

equipment of BellSouth. BellSouth may conduct an inspection if SCS adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide SCS 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, SCS will be required, at its own expense, to conduct a statewide investigation of criminal history records for each SCS employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the SCS 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. SCS shall not be required to perform this investigation if an affiliated company of SCS has performed an investigation of the SCS employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if SCS has performed a pre-employment statewide investigation of criminal history records of the SCS employee for the states/counties where the SCS 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 SCS will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

12.3 SCS shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and SCS' name. BellSouth reserves the right to remove from a BellSouth Premises any employee of SCS not possessing identification issued by SCS or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. SCS shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises. SCS shall be solely responsible for ensuring that any Guest(s) of SCS is in compliance with all subsections of this Section.

12.4 SCS shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. SCS shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any SCS personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that SCS chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, SCS may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

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

12.4.2 SCS shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

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

12.5.1 For all other SCS employees requiring access to a BellSouth Premises pursuant to this Attachment, SCS 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, SCS shall promptly remove from the BellSouth Premises any employee of SCS BellSouth does not wish to grant access to a BellSouth Premises1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of SCS 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 SCS' 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 SCS' Security representative of such interview. SCS and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving SCS' employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill SCS for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that SCS' employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill SCS for BellSouth property, which is stolen or damaged where an investigation determines the culpability of SCS' employees, agents, or suppliers and where SCS agrees, in good faith, with the

results of such investigation. SCS shall notify BellSouth in writing immediately in the event that SCS discovers one of its employees already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. SCS shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises.

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

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

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

13. Destruction of Collocation Space

13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for SCS' 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 SCS' 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 SCS, 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. SCS 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 SCS' acceleration of the project increases the cost of the project, then those additional charges will be incurred by SCS. Where allowed and where practical, SCS may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, SCS shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of

the Collocation Space for SCS' permitted use, until such Collocation Space is fully repaired and restored and SCS' equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where SCS has placed an Adjacent Arrangement pursuant to Section 3.4, SCS 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 SCS 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 SCS 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 SCS 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 SCS 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. SCS should contact 1-800-743-6737 for any BellSouth MSDS required.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for SCS to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. SCS will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by SCS when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the SCS space with proper notification. BellSouth reserves the right to stop any SCS work operation that imposes Imminent Danger to the environment, employees or other persons in the area on BellSouth's Premises.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by SCS are owned by SCS. SCS 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 SCS or different hazardous materials used by SCS at a BellSouth Premises. SCS must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Premises.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by SCS to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and SCS 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 SCS will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, SCS must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BellSouth disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and SCS shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the BellSouth Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, SCS 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. SCS further agrees to cooperate with BellSouth to ensure that SCS' 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 SCS, its employees, agents and/or suppliers.

2.2 The most current version of the reference documentation must be requested from SCS' BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on BellSouth's Premises)
Contract labor/outsourcing for services with environmental implications to be performed on "BellSouth Premises" (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BST Bldg Service Cntr:(local area code) 780-2740

Version 3Q03: 11/12/2003

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a "BellSouth Premises" which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when SCS 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 SCS Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow SCS 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 SCS 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 the state of Florida, the number of racks/bays specified by SCS may contemplate a request for space sufficient to accommodate SCS' growth within an eighteen (18) month period.

1.3.2 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 SCS that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon SCS' request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for SCS. SCS agrees to reimburse

BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for SCS. 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 SCS as above, SCS shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with SCS 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. SCS 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. SCS shall use the Remote Collocation Space for the purposes of installing, maintaining and operating SCS' equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth 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. SCS agrees to pay the rates and charges identified in Exhibit B attached hereto.

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

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

2. Space Availability Report

2.1 Upon request from SCS, 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 SCS for a Space Availability Report must be written and must include the Common Language Location Identification (CLLI) code for both the

Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the NECA Tariff FCC No. 4. If SCS is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, SCS may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, SCS 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. SCS 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 SCS and inform SCS of the time frame under which it can respond.

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

3. Collocation Options

3.1 Cageless. BellSouth shall allow SCS to collocate SCS' equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow SCS to have direct access to SCS' equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single rack/bay increments. Except where SCS' 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, SCS 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 SCS' expense, SCS 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. SCS' 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 SCS and provide, at SCS' expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for SCS' BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. SCS' BellSouth Certified Supplier shall bill SCS directly for all work performed for SCS pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by SCS' BellSouth Certified Supplier. SCS 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 SCS' locked enclosure prior to notifying SCS at least forty-eight (48) hours before access to the Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for SCS.

3.2.1 BellSouth may elect to review SCS' plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to SCS indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Application, if SCS has indicated their desire to construct their own enclosure. If SCS' 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 SCS' 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 SCS to remove or correct within seven (7) calendar days at SCS' expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

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

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

3.4.3 SCS 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 SCS' 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.

3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's UNEs for the provision of telecommunications services within a BellSouth Premise. BellSouth will permit SCS to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Remote Site Location. Both SCS' agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall SCS use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

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

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

3.5.3 To order CCXCs, SCS must submit an Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. **Occupancy**

4.1 BellSouth will notify SCS in writing that the Remote Collocation Space is ready for occupancy (Space Ready Date). SCS will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations to SCS' 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 SCS has met the fifteen (15) calendar day interval(s), billing will begin upon the date of SCS' acceptance of the Collocation Space (Space Acceptance Date). In the event that SCS fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by SCS on the Space Ready Date and billing will

commence from that date. If SCS decides to occupy the space prior to the Space Ready Date, the date SCS occupies the space becomes the new Space Acceptance Date and billing begins from that date. SCS 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, SCS' 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, SCS 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 SCS and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that SCS 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 SCS jointly conduct an inspection which confirms that SCS has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate SCS' right to occupy the Remote Collocation Space in the event SCS fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, SCS at its expense shall remove its equipment and other property from the Remote Collocation Space. SCS shall have thirty (30) calendar days from the BFFO Application Date (Termination Date) to complete such removal, including the removal of all equipment and facilities of SCS' Guest(s), unless SCS' 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. SCS shall continue payment of monthly fees to BellSouth until such date as SCS, and if applicable SCS' Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should SCS or SCS' 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 SCS or SCS' Guest(s), in any manner that BellSouth deems fit, at SCS' expense and with no liability whatsoever for SCS' or SCS' Guest(s)'s property. Upon termination of SCS' right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and SCS shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the SCS except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts SCS' 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. SCS shall be

responsible for the cost of removing any SCS constructed enclosure, together with all support structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

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

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

5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on SCS' failure to comply with this Section.

5.1.2.1 All SCS 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 SCS shall identify to BellSouth whenever SCS submits a Method of Procedure (MOP) adding equipment to SCS' Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in SCS'

Remote Collocation Space. SCS shall submit a copy of the list of any lien holders or other entities that have a financial interest to SCS' ATCC Representative.

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

5.4 Entrance Facilities. SCS may elect to place SCS-owned or SCS-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. SCS 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. SCS must contact BellSouth for instructions prior to placing the entrance facility cable. SCS is responsible for maintenance of the entrance facilities.

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

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

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

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

5.11.1 If SCS decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill SCS 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 SCS or any person acting on behalf of SCS 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 SCS. 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. SCS shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. SCS shall be responsible for removing any SCS 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 SCS 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 SCS or SCS' Guest(s) desires to install a bay/rack in a Remote Site Location, SCS 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 SCS 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 SCS of the amount that is available.

6.4 Space Availability Notification. 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 SCS or differently configured, if SCS decides to accept the available space, SCS must amend its application to reflect the actual space available prior to submitting a BFFO.

6.5 Denial of Application. If BellSouth notifies SCS that no space is available (Denial of Application), BellSouth will not assess an Application Fee. After notifying SCS that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow SCS, 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 SCS to inspect any plans or diagrams that BellSouth provides to the Commission.

6.7 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, SCS must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If SCS has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, SCS may refuse such space and notify BellSouth in writing within that time that SCS wants to maintain its place on the waiting list without accepting such space. SCS 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 SCS 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 SCS from the waiting list. Upon request, BellSouth will advise SCS 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. 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 SCS 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 SCS 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.

6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of SCS 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 SCS a full application fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 SCS 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 SCS' Bona Fide application or the application will expire.

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of SCS' 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. 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 SCS 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.

7.2 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 SCS with the estimated completion date in its Response.

7.3 Joint Planning. Joint planning between BellSouth and SCS 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 SCS 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. SCS will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying SCS that the Remote Collocation Space is ready for occupancy. In the event that SCS fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by SCS on the Space Ready Date. BellSouth will correct any deviations to SCS' 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. SCS shall select a supplier which has been approved by BellSouth to perform all engineering and installation work SCS and SCS' 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, SCS must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide SCS with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing SCS' 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 SCS upon successful completion of installation. The BellSouth Certified Supplier shall bill SCS directly for all work performed for SCS 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 SCS or any supplier proposed by SCS and will not unreasonably withhold certification. All work performed by or for SCS 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. SCS shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service SCS' Remote Collocation Space. Upon request, BellSouth will provide SCS with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by SCS. 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, SCS 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 SCS, such information will be provided to SCS in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to SCS within one hundred eighty (180) calendar days of BellSouth's written denial of SCS' request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) SCS was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) calendar days, then SCS 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. SCS 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.

7.9 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 SCS an Administrative Only Application Fee as set forth in Exhibit B for these charges on the date that BellSouth provides an Application Response.

7.10 Cancellation. If, at any time prior to space acceptance, SCS 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.

7.11 Licenses. SCS, 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 SCS 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 SCS 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 SCS occupies the space prior to the Space Ready Date, the date SCS 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.

8.3 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 SCS' equipment. SCS 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 SCS' Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at SCS' 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 SCS' 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 SCS' BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from SCS certifying the completion of the power reduction, including the removal of the power cabling by SCS' 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 SCS' BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices

and power cables for Adjacent Collocation. SCS' 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 SCS' option, SCS 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 SCS 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 SCS shall pay for such half-hour charges in the event SCS 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 SCS 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 SCS 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 SCS' real and personal property situated on or within BellSouth's Remote Site Location.

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

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

12.4 SCS shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. SCS 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 SCS personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that SCS chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, SCS 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 SCS 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 SCS 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 SCS employee or agent hired by SCS 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, SCS 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, SCS will disclose the nature of the convictions to BellSouth at that time. In the alternative, SCS 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 SCS employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, SCS 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, SCS shall promptly remove from BellSouth's Remote Site Location any employee of SCS 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 SCS 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 SCS' 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 SCS' Security representative of such interview. SCS and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving SCS' employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill SCS for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that SCS' employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill SCS for BellSouth property, which is stolen or damaged where an investigation determines the culpability of SCS' employees, agents, or suppliers and where SCS agrees, in good faith, with the results of such investigation. SCS shall notify BellSouth in writing immediately in the event that the SCS 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. SCS 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 SCS' 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 SCS' 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 SCS, 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. SCS 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 SCS' s acceleration of the project increases the cost of the project, then those additional charges will be incurred by SCS. Where allowed and where practical, SCS may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, SCS shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for SCS' permitted use, until such Remote Collocation Space is fully repaired and restored and SCS' equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where SCS has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, SCS 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 SCS 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 SCS 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 SCS 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 SCS 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. SCS should contact 1-800-743-6737 for any BellSouth MSDS required.

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

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

1.7 Coordinated Environmental Plans and Permits. BellSouth and SCS 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 SCS will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, SCS must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BellSouth disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and SCS 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, SCS 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. SCS further agrees to cooperate with BellSouth to ensure that SCS' 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 SCS, its employees, agents and/or suppliers.

2.1.1 The most current version of reference documentation must be requested from SCS' 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 BST Bldg Service Center: (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a remote site location which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.0276	8.22	7.22								
	Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.0276	8.22	7.22								
	Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.0276	8.22	7.22								
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.0276	8.22	7.22								
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.0276	8.22	7.22								
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.0276	8.22	7.22								
	Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.0552	8.42	7.36								
PHYSICAL COLLOCATION																
	Physical Collocation-Initial Application Fee			CLO	PE1BA		2,597.00									
	Physical Collocation-Subsequent Application Fee			CLO	PE1CA		2,236.00									
	Physical Collocation Administrative Only-Application Fee	I		CLO	PE1BL		742.00									
	Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		288.93									
	Physical Collocation-Space Preparation-C.O. Modification per square ft.			CLO	PE1SK	2.38										
	Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage			CLO	PE1SM	92.55										
	Physical Collocation-Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,750.00		45.16							
	Physical Collocation-Floor Space, per sq feet			CLO	PE1PJ	7.86										
	Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.96										
	Physical Collocation-Power, -48V DC Power-per Fused Amp			CLO	PE1PL	7.80										
	Physical Collocation-Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		399.43									
	Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker			CLO	PE1FB	5.38										
	Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker			CLO	PE1FD	10.77										
	Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.15										
	Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.30										
	Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0276	8.22	7.22	5.74	4.58						
	Physical Collocation-4W cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0552	8.42	7.36	5.90	4.66						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.32	27.77	15.52	5.93	4.77						
	Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	16.81	25.48	14.05	7.77	5.01						
	Physical Collocation-2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.34	41.94	30.52	13.91	11.16						
	Physical Collocation-4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.92	51.30	39.87	18.29	15.54						
	Physical Collocation-Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.45										

COLLOCATION - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.58										
		Physical Collocation-Security Access System-Security System per Central Office			CLO	PE1AY	0.0105										
		Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0577	55.80									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.65									
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.75									
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		26.30									
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.30									
		Physical Collocation-Space Availability Report, per Central Office Requested			CLO	PE1SR		2,159.00									
		Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.54									
		Physical Collocation-Cable Records, per request			CLO	PE1CR		1,525.00	980.22	267.08							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656.50		379.78							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.66		11.84							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.54							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.82		19.40							
		Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.67		154.89							
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hour			CLO	PE1BT		16.52	10.83								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.92	14.19								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hour			CLO	PE1PT		27.31	17.55								
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit	I		CLO	PE1BV		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS0 Circuit	I		CLO	PE1BO		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit	I		CLO	PE1B1		52.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit	I		CLO	PE1B3		52.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit	I		CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit	I		CLO	PE1BP		23.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit	I		CLO	PE1BS		33.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit	I		CLO	PE1BE		37.00									
		Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof	I		CLO	PE1B7		592.00									
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001										
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0014										
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.11									
		Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,169.133	42.712								
		Physical Collocation-Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.009									

COLLOCATION - Florida													Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		973.661	42.712								
	Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.24									
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		535.54									
	Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		535.54									
ADJACENT COLLOCATION																
	Adjacent Collocation-Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1635										
	Adjacent Collocation-Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.11										
	Adjacent Collocation-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0213	24.69	23.69	11.77	10.62						
	Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0426	24.88	23.83	12.04	10.80						
	Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.22	44.24	31.98	12.07	10.91						
	Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	16.56	41.94	30.52	13.91	11.15						
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16						
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	5.36	51.30	39.87	18.29	15.54						
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		2,785.00									
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.38										
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.77										
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.15										
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.30										
	Adjacent Collocation-Cable Support Structure per Entrance Cable	I		CLOAC	PE1PM	18.96										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		617.91		328.81							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.49										
	Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		26.30									
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		232.69									
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.41									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.51									
	Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hour			CLORS	PE1BT		16.52	10.83								
	Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.92	14.19								
	Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hour			CLORS	PE1PT		27.31	17.55								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation-Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															
VIRTUAL COLLOCATION																
	Virtual Collocation-Application Fee			AMTFS	EAF		4,122.00	1,249.00								
	Virtual Collocation Administrative Only-Application Fee	I		AMTFS	VE1AF		742.00									
	Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX	12.45	965.00									
	Virtual Collocation-Floor Space, per sq. ft.			AMTFS	ESPVX	4.25										
	Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	6.95										
	Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35										
	Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0502	11.57									

COLLOCATION - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0502	11.57									
		Virtual Collocation-2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	6.71	2,431.00									
		Virtual Collocation-4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.71	2,431.00									
		Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	7.50	155.00	14.00								
		Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83								
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0028										
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0041										
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.54									
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.54									
		Virtual Collocation Cable Records-per request			AMTFS	VE1BA		1,525.00		267.08							
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.50		379.78							
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.66		11.84							
		Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54							
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		15.82		19.40							
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.67		154.89							
		Virtual collocation-Security Escort-Basic, per quarter hour			AMTFS	SPTBQ		10.89									
		Virtual collocation-Security Escort-Overtime, per quarter hour			AMTFS	SPTOQ		13.64									
		Virtual collocation-Security Escort-Premium, per quarter hour			AMTFS	SPTPQ		16.40									
		Virtual Collocation-2W Cross Connects (loop), per ckts			AMTFS	VE1R2	0.05	11.57									
		Virtual Collocation-4W Cross Connects (loop), per ckts			AMTFS	VE1R4	0.05	11.57									
		Virtual Collocation-DS-1/DCS Cross Connects, PER CKTS			AMTFS	VE11S	8.09	69.64									
		Virtual Collocation-DS-1.DSX Cross Connects, PER CKTS			AMTFS	VE11X	0.41	69.64									
		Virtual Collocation-DS-3/DCS Cross Connects, PER CKT			AMTFS	VE13S	59.67	528.00									
		Virtual Collocation-DS-3/DSC Cross Connects, PER CKT			AMTFS	VE13X	10.06	528.00									
		Virtual collocation-Maintenance in CO-Basic, per quarter hour			AMTFS	SPTRE		10.89									
		Virtual collocation-Maintenance in CO-Overtime, per quarter hour			AMTFS	SPTOE		13.64									
		Virtual collocation-Maintenance in CO-Premium per quarter hour			AMTFS	SPTPE		16.40									
		Virtual Collocation-Request Resend of CFA Information, per CLLI			AMTFS	VE1QR		77.54									
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2W Cross Connect, Exchnage Port 2W ISDN			UEPSX	VE1R2	0.0502	11.57	11.57								

COLLOCATION - Florida													Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect			OSS Rates ($)			
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.0502	11.57	11.57								
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

1.1 During the term of this Agreement, where SCS is utilizing its own switch, SCS shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, SCS will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.2 Where BellSouth provides local switching or resold services to SCS, BellSouth will provide SCS with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. SCS acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. SCS acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that SCS return unused intermediate numbers to BellSouth. SCS shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

1.3 BellSouth will allow SCS to designate up to 100 intermediate telephone numbers per rate center for SCS' sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. SCS acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)

2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry forums.

2.2 End User Line Charge. Where SCS subscribes to BellSouth's local switching, BellSouth shall bill and SCS shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

2.3 To limit service outage, BellSouth and SCS will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site: http://www.interconnection.bellsouth.com. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and SCS.

2.4 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.

2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.

2.7 BellSouth and SCS will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

3.1 The terms, conditions and rates for OSS are as set forth in Attachment 2.

Attachment 6

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1.1 BellSouth shall provide to SCS nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that SCS can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide SCS with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's interconnection website and are incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate access requests for both current and projected demand of SCS and other CLECs in the aggregate.

1.2 BellSouth shall provision services during its regular working hours. To the extent SCS requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project manager to work outside of regular working hours, overtime charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of SCS, BellSouth will not assess SCS additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 BellSouth shall provide SCS nondiscriminatory access to its OSS and the necessary information contained therein in order that SCS can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of SCS to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for SCS' access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference.

2.1.1 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that SCS can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's interconnection

website and are incorporated herein by reference. The process by which BellSouth and SCS will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. SCS shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. SCS shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, SCS shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

2.1.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. SCS will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit SCS' access to customer record information. If a BellSouth audit of SCS' access to customer record information reveals that SCS is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to SCS may take corrective action, including but not limited to suspending or terminating SCS' electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2.1.3 Ordering. BellSouth will make available to SCS electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and SCS will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.

2.1.4 Maintenance and Repair. BellSouth will make available to SCS electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and SCS will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and SCS agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by

reference. The Operational Understanding may be accessed via BellSouth's interconnection website.

2.1.5 Billing. BellSouth will provide SCS nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.

2.2 Change Management. BellSouth and SCS agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. BellSouth and SCS agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to SCS at BellSouth's interconnection website.

2.3 Rates. Charges for use of OSS shall be as set forth in this Agreement.

3. MISCELLANEOUS

3.1 Pending Orders. Orders placed in the hold or pending status by SCS will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, SCS shall be required to submit a new service request. Incorrect or invalid requests returned to SCS for correction or clarification will be held for thirty (30) calendar days. If SCS does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.

3.2 Single Point of Contact. SCS will be the single point of contact with BellSouth for ordering activity for network elements and other services used by SCS to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. SCS and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by SCS to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. BellSouth will notify SCS that such a request has been processed but will not be required to notify SCS in advance of such processing.

3.2.1 Neither BellSouth nor SCS shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.2.2 BellSouth shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification within the intervals in accordance with the Service Quality Measurement (SQM) set forth in Attachment 9 of this Agreement.

3.2.3 SCS shall return a FOC to BellSouth within thirty-six (36) hours after SCS' receipt from BellSouth of a valid LSR.

3.2.4 SCS shall provide a Reject Response to BellSouth within twenty-four (24) hours after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.

3.3 Use of Facilities. When a customer of SCS elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to SCS by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify SCS that such a request has been processed after the disconnect order has been completed.

3.4 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.

3.5.1 When SCS' End User, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the IXC elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to SCS, which has the billing relationship with that End User, and SCS may pass such charge to the End User.

3.6 Cancellation Charges. If SCS cancels a request for network elements or resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Service Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if SCS places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of

BellSouth to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where SCS places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, SCS may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should SCS elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by SCS, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply as applicable.

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to SCS under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.

1.1.1 For any service(s) BellSouth receives from SCS, SCS shall bill BellSouth in CBOS format.

1.1.2 Any switched access charges associated with interexchange carrier (IXC) access to the resold local exchange lines will be billed by, and due to BellSouth.

1.1.3 BellSouth will render bills each month on established bill days for each of SCS' accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at a reasonable cost.

1.1.4 BellSouth will bill SCS in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

1.1.4.1 Charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill SCS, and SCS will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.

1.1.5 BellSouth will not perform billing and collection services for SCS as a result of the execution of this Agreement.

1.1.6 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, SCS will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by NECA, Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, SCS may not order services under a new account established in accordance with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from SCS.

1.2.1 OCN. If SCS needs to change its OCN(s) under which it operates when SCS has already been conducting business utilizing those OCN(s), SCS shall bear all costs incurred by BellSouth to convert SCS to the new OCN(s). OCN conversion charges include all time required to make system updates to all of SCS' End User customer records and will be handled by the BFR/NBR process.

1.2.2 Payment Responsibility. Payment of all charges will be the responsibility of SCS. SCS shall make payment to BellSouth for all services billed. Payments made by SCS to BellSouth as payment on account will be credited to SCS' accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between SCS and SCS' customer.

1.3 Payment Due. Payment for services provided is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by BellSouth.

1.4 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.

1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to SCS will not include those taxes or fees from which SCS is exempt. SCS will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the End User of SCS.

1.6 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff (GSST), Section B2 of the Private Line Services Tariff (PLST) or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, SCS may be charged a fee for all returned checks as set forth in Section A2 of the GSST or pursuant to the applicable state law.

1.7 Discontinuing Service to SCS. The procedures for discontinuing service to SCS are as follows:

1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by SCS of the rules and regulations of BellSouth's tariffs.

1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to SCS that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompletion or suspension, is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by SCS to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to SCS if payment of such amounts, and all other amounts not in dispute that become past due before discontinuance, is not received by the thirtieth day following the date of the initial notice.

1.7.3 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.

1.7.4 Discontinuance of service on SCS' account will effect a discontinuance of service to SCS' End Users. BellSouth will reestablish service for SCS upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. SCS is solely responsible for notifying the End User of the discontinuance of the service. If within fifteen (15) days after SCS' service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, SCS' service will be disconnected.

1.8 Deposit Policy. SCS shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by SCS. Any such security deposit shall in no way release SCS from its obligation to make complete and timely payments of its bill. SCS shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in SCS' "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event SCS fails to remit to BellSouth any deposit requested pursuant to this Section, service to SCS may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to SCS' account(s). In the event SCS defaults on its account, service to SCS will be terminated in accordance with the terms of Section 1.7 above, and any security deposits will be applied to SCS' account.

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from SCS, shall be forwarded to the individual and/or address provided by SCS in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by SCS as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from SCS to BellSouth's billing organization, the notice of discontinuance of services purchased by SCS under this Agreement provided for in Section 1.7.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. BILLING DISPUTES

2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. SCS shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the GSST for purposes of resale and for ports and non-designed loops, Section A2 of the GSST; for services purchased from the PLST for purposes of resale, Section B2 of the PLST; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

3. RAO HOSTING

3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to SCS by BellSouth will be in accordance with the methods and practices regularly applied

by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

3.2 SCS shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3.3 Charges or credits, as applicable, will be applied by BellSouth to SCS on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

3.4 SCS must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, SCS must request that BellSouth establish a unique hosted RAO code for SCS. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.

3.5 BellSouth will receive messages from SCS that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. SCS shall send all messages to BellSouth no later than sixty (60) days after the message date.

3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from SCS.

3.7 All data received from SCS that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.

3.8 All data received from SCS that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.

3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by SCS and will forward them to SCS on a daily basis for processing.

3.10 Transmission of message data between BellSouth and SCS will be via CONNECT:Direct or Secure File Transfer Protocol (FTP).

3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and SCS for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, SCS will be responsible for ordering the circuit and coordinating the installation with BellSouth. SCS is responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be

installed in the BellSouth data center by BellSouth and the associated charges assessed to SCS. Additionally, all message toll charges associated with the use of the dial circuit by SCS will be the responsibility of SCS. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the SCS end for the purpose of data transmission will be the responsibility of SCS.

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

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

3.12 SCS will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.

3.13 Should it become necessary for SCS to send data to BellSouth more than sixty (60) days past the message date(s), SCS will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or SCS, where necessary, to notify all affected LECs.

3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the End Users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.

3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from SCS, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify SCS of the error. SCS will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, SCS will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

3.16 In association with message distribution service, BellSouth will provide SCS with associated intercompany settlements reports (CATS and NICS) as appropriate.

3.17 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.

3.18 Intercompany Settlements Messages

3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by SCS as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between SCS and the involved company(ies), unless that company is participating in NICS.

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

3.18.3 Once SCS is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.

3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of SCS. BellSouth will distribute copies of these reports to SCS on a monthly basis.

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

3.18.6 BellSouth will collect the revenue earned by SCS from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents ($0.05), on behalf of SCS. BellSouth will remit the revenue billed by SCS to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on SCS. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to SCS via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

3.18.7 BellSouth will collect the revenue earned by SCS within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of SCS. BellSouth will remit the revenue billed by SCS within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents

($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to SCS via a monthly CABS miscellaneous bill.

3.18.8 BellSouth and SCS agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

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

4.2 SCS shall furnish all relevant information required by BellSouth for the provision of the ODUF.

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

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

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

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

4.7 The following specifications shall apply to the ODUF feed.

4.7.1 ODUF Messages to be Transmitted

4.7.1.1 The following messages recorded by BellSouth will be transmitted to SCS:

4.7.1.1.1 Message recording for per use/per activation type services (examples: Three -Way Calling, Verify, Interrupt, Call Return, etc.)
4.7.1.1.2 Measured billable Local
4.7.1.1.3 Directory Assistance messages
4.7.1.1.4 IntraLATA Toll
4.7.1.1.5 WATS and 800 Service
4.7.1.1.6 N11
4.7.1.1.7 Information Service Provider Messages
4.7.1.1.8 Operator Services Messages
4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)

4.7.1.1.10 Credit/Cancel Records

4.7.1.1.11 Usage for Voice Mail Message Service

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

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

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

4.7.2 ODUF Physical File Characteristics

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

4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and SCS for the purpose of data transmission as set forth in Section 3.10.1 above.

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

4.7.3 ODUF Packing Specifications

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

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

The data will be packed using ATIS EMI records.

4.7.4 ODUF Pack Rejection

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

4.7.5 ODUF Control Data

4.7.5.1 SCS will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate SCS' receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by SCS for reasons stated in the above section.

4.7.6 ODUF Testing

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

5. ACCESS DAILY USAGE FILE

5.1 Upon written request from SCS, BellSouth will provide the Access Daily Usage File (ADUF) service to SCS pursuant to the terms and conditions set forth in this section.

5.2 SCS shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that SCS has purchased from BellSouth

5.4 Charges for ADUF will appear on SCS' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. SCS will be billed at the ADUF rates that are in effect at the end of the previous month.

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

5.6 ADUF Messages To Be Transmitted

5.6.1 The following messages recorded by BellSouth will be transmitted to SCS:

5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to SCS.

5.6.3 In the event that SCS detects a duplicate on ADUF they receive from BellSouth, SCS will drop the duplicate message and will not return the duplicate to BellSouth.

5.6.4 ADUF Physical File Characteristics

5.6.4.1 ADUF will be distributed to SCS via CONNECT:Direct, FTP or another mutually agreed medium. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and SCS for the purpose of data transmission as set forth in Section 3.10.1 above.

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

5.6.5 ADUF Packing Specifications

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

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

The data will be packed using ATIS EMI records.

5.6.6 ADUF Pack Rejection

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

5.6.7 ADUF Control Data

5.6.7.1 SCS will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate SCS' receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by SCS for reasons stated in the above section.

5.6.8 ADUF Testing

5.6.8.1 Upon request from SCS, BellSouth shall send a test file of generic data to SCS via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

6. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)

6.1 Upon written request from SCS, BellSouth will provide the EODUF service to SCS pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

6.2 SCS shall furnish all relevant information required by BellSouth for the provision of EODUF.

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

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

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

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

6.7 The following specifications shall apply to the EODUF feed.

6.7.1 Usage To Be Transmitted

6.7.1.1 The following messages recorded by BellSouth will be transmitted to SCS:

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

6.7.1.1.2 Date of Call
6.7.1.1.3 From Number
6.7.1.1.4 To Number
6.7.1.1.5 Connect Time
6.7.1.1.6 Conversation Time
6.7.1.1.7 Method of Recording
6.7.1.1.8 From RAO
6.7.1.1.9 Rate Class
6.7.1.1.10 Message Type
6.7.1.1.11 Billing Indicators
6.7.1.1.12 Bill to Number

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

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

6.7.2 Physical File Characteristics

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

6.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and SCS for the purpose of data transmission. Where a dedicated line is required, SCS will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. SCS will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to SCS. Additionally, all message toll charges associated with the use of the dial circuit by SCS will be the responsibility of SCS. 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 SCS' end for the purpose of data transmission will be the responsibility of SCS.

6.7.3 Packing Specifications

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

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

6.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUF/CMDS - Florida														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnec		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message					0.001656										
		ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001245										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000071										
		ODUF: Message Processing, per message					0.002146										
		ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message					0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9

Performance Measurements

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at http://pmap.bellsouth.com.

Attachment 10

BellSouth Disaster Recovery Plan

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return

control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority

restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and

e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1.0 The Parties agree that SCS is entitled to order any Unbundled Network Element (UNE), Interconnection option, service option or Resale Service required to be made available by FCC or Commission requirements pursuant to the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"). SCS also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 11.

2.0 BONA FIDE REQUEST

2.1 A Bona Fide Request (BFR) is to be used when SCS makes a request of BellSouth to provide a new or modified UNE, Interconnection option, or other service option (Requested Services) pursuant to the Act that was not previously included in this Agreement.

2.2 A BFR shall be submitted in writing by SCS and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include SCS' designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to SCS' designated BellSouth Sales contact.

2.3 If BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the BFR, BellSouth shall notify SCS within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the evaluation of the BFR. SCS shall submit such fee within thirty (30) business days of BellSouth's notice that a fee is required. Within thirty (30) business days of BellSouth's receipt of the fee, BellSouth shall respond to SCS by providing a preliminary analysis of such Requested Services that are the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act. If preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the BFR, within thirty (30) business days of its receipt of the BFR, BellSouth shall respond to SCS by providing a

preliminary analysis of such Requested Services that are the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act.

2.4 SCS may cancel a BFR at any time. If SCS cancels the request more than ten (10) business days after submitting the BFR request, SCS shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation in addition to any fee submitted in accordance with Section 2.3 above.

2.5 SCS will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR as set forth in Section 2.4. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR (Development Costs). Development costs are non-refundable. If SCS fails to respond within this 30-day period, the BFR will be deemed cancelled.

2.5.1 BellSouth shall propose a firm price quote and a detailed implementation plan within thirty (30) business days of receipt of SCS' acceptance of the preliminary analysis.

2.5.2 SCS shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote.

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

2.7 If SCS believes that BellSouth's firm price quote is not consistent with the requirements of the Act, or if either Party believes that the other is not acting in good faith in requesting, negotiating or processing the BFR, either Party may seek FCC or Commission arbitration, as appropriate, to resolve the dispute. Any such arbitration applicable to UNEs and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.

2.8 Upon agreement to the rates, terms and conditions of a BFR, an amendment to this Agreement may be required.

3.0 NEW BUSINESS REQUEST

3.1 A New Business Request (NBR) is to be used by SCS to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested Enhanced Services).

3.2 An NBR shall be submitted in writing by SCS and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The request shall be sent to SCS' designated BellSouth Sales contact.

3.3 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the NBR, BellSouth shall notify SCS that a fee will be required prior to the evaluation of the NBR. SCS shall submit such fee within ten (10) business days of BellSouth's notice that a fee is required. BellSouth shall use reasonable efforts to respond to the NBR within (30) business days following BellSouth's receipt of the fee by providing a preliminary analysis of such Requested Enhanced Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Enhanced Services or confirm that BellSouth will not offer the Requested Enhanced Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested Services or is otherwise not required to be provided under the Act. If preliminary analysis of the requested NBR is not of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the NBR, BellSouth will use reasonable efforts to respond to SCS within thirty (30) business days of its receipt of an NBR by providing a preliminary analysis of such Requested Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Enhanced Services or confirm that BellSouth will not offer the Requested Enhanced Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested Services or is otherwise not required to be provided under the Act.

3.4 SCS may cancel an NBR at any time. If SCS cancels the request more than ten (10) business days after submitting it, SCS shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date

of cancellation in addition to any fee submitted in accordance with Section 3.3 above.

3.5 SCS will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR as set forth in section 3.4. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the NBR. If SCS fails to respond within this 30-day period, the NBR will be deemed cancelled.

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

3.7 SCS shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote.

3.8 Upon agreement to the terms of a NBR, an amendment to this Agreement, or a separate agreement, may be required.