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State of Florida



Public Service Commission

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TALLAHASSEE, FLORIDA 32399-0850

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COMMISSION CLERK

-M-E-M-O-R-A-N-D-U-M-

DATE: October 29, 2004

TO: Hong Wang, Management Review Specialist, Commission Clerk & Administrative Services

FROM: James V. Maduro, Regulatory Analyst II, Division of Competitive Markets & Enforcement *Junh*

RE: Docket No. 040533 - Petition for designation as eligible telecommunications carrier (ETC) by Coast Telephone Connections, Inc. d/b/a Coastal Connections *040533 (146)*

Please include the attached interconnection agreement between BellSouth Telecommunication, Inc. and Coastal Telephone Connections in the above official docket file.

If you have any questions, please call me at 413-6510

- Cc: Beth Salak
 Dale Mailhot
 Cheryl Bulecza-Banks
 Bob Casey
 John Mann
 Curtis Williams
 Greg Fogleman
 Beth Keating
 Kira Scott

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DOCUMENT NUMBER-DATE

11812 NOV-3 04

FPSC-COMMISSION CLERK

By and Between
BellSouth Telecommunications, Inc.
And
Coastal Telephone Connections

DOCUMENT NUMBER-DATE
11812 NOV-3 8
FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

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AGREEMENT

GENERAL TERMS AND CONDITIONS

THIS (SERVICES) AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Coastal Telephone Connections, Inc. d/b/a Coastal Connections (CUSTOMER), a Florida corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or CUSTOMER or both as a “Party” or “Parties.”

WITNESSETH

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

WHEREAS, CUSTOMER is a Competitive Local Exchange Carrier (“CLEC”) authorized to provide Telecommunications Services in the state(s) of Florida; and

WHEREAS, BellSouth desires to provide and CUSTOMER desires to purchase certain Services not required pursuant to Section 251 of the Telecommunications Act of 1996 (“Act”);

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

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. Scope of this Agreement

1.1 This Agreement sets forth the obligations of each Party with respect to BellSouth's provision of certain services, set forth herein, to CUSTOMER ("Service(s)"). BellSouth will make available to CUSTOMER the Services and CUSTOMER agrees to purchase BellSouth's Services as set forth herein.

1.2 Notwithstanding Section 17 below, the Parties acknowledge that this Agreement is intended to be governed by the provisions of 47 U.S.C. §§ 201, 202 and to the extent applicable, § 271. The Parties acknowledge that this Agreement is subject to the exclusive jurisdiction of the FCC.

2. CLEC Certification

2.1 Prior to execution of this Agreement, CUSTOMER agrees to provide BellSouth in writing CUSTOMER's CLEC certification for all states covered by this Agreement except Kentucky. Should CUSTOMER's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, terminate this Agreement immediately and all monies owed on all outstanding invoices shall become due, or BellSouth may refuse to provide Services hereunder in that state until certification is reinstated in that state. CUSTOMER shall provide proof of authority to do business, issued by the Secretary of State, or equivalent authority, in each state covered by this Agreement.

2.2 To the extent CUSTOMER is not certified as a CLEC, or has not provided proof of authority to do business in any state covered by this Agreement as of the execution hereof, CUSTOMER may not purchase Services under this Agreement

in that state. CUSTOMER will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and, upon receipt thereof, CUSTOMER may thereafter purchase Services pursuant to this Agreement in that state.

3. Term of the Agreement

3.1 The term of this Agreement shall commence on the Effective Date and shall apply to the BellSouth territory in the state(s) of Florida. It shall continue in effect thereafter for a period of six (6) months (“Initial Term”), except as otherwise provided herein. After the Initial Term, this Agreement shall renew automatically in consecutive six (6) month increments (“Renewal Terms”) unless either Party notifies the other in writing no more than sixty (60) days and no less than thirty (30) days before the expiration date of the then current Term that it intends not to renew. This Agreement shall continue in effect as specified herein unless:

- a) Either Party terminates, without cause, at any time upon at least thirty (30) days prior written notice to the other Party; or
- b) Either Party terminates pursuant to the terms hereof upon the other’s breach.

3.2 Except as set forth in Attachment 3, if either Party breaches or defaults on any of the terms, conditions, or covenants of this Agreement, the other Party shall give the breaching Party written notice of such breach or default. If such breach or default continues for ten (10) days after such written notice, then in addition to all other rights and remedies of law or equity or otherwise, the non-breaching Party may terminate this Agreement without any charge, obligation, or liability whatsoever for such breach, except for payment for Services already received and accepted.

3.3 In addition to as otherwise set forth in this Agreement, BellSouth reserves the right to suspend or terminate Service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, or abuse of BellSouth facilities.

3.4 Upon termination of this Agreement the terms and conditions of this Agreement shall continue to apply for all Services until the date such Services are actually transitioned from this Agreement, or the date that BellSouth specifies for the completion of the transition, whichever is earlier, (“Transition Period”). CUSTOMER shall not be entitled to place any orders for the purchase of Services or make any changes to the Services other than transitioning the Services from this Agreement during the Transition Period.

4. Rates

4.1 CUSTOMER shall pay the charges set forth in this Agreement. In the event that BellSouth is unable to bill the applicable rate or no rate is established or included in

this Agreement for any Services provided pursuant to this Agreement, BellSouth reserves the right to back bill CUSTOMER for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement. To the extent a rate element is omitted or no rate is established, BellSouth has the right not to provision such Service until the Agreement is amended to include such rate.

4.2 To the extent CUSTOMER requests Services not included in this Agreement, such Services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement.

4.3 In the event that this Agreement or an amendment to this Agreement effects a rate change, BellSouth will make a change to such rates. The change shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

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

5.1 Subpoenas Directed to BellSouth. Where BellSouth provides the Services for CUSTOMER, 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 CUSTOMER's 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 CUSTOMER's End Users for the same length of time it maintains such information for its own End Users.

5.2 Subpoenas Directed to CUSTOMER. Where BellSouth is providing to CUSTOMER Services, then CUSTOMER agrees that in those cases where CUSTOMER receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to CUSTOMER's End Users, and where CUSTOMER does not have the requested information, CUSTOMER will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 5.1 above.

5.3 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.

6. Liability and Indemnification

6.1 CUSTOMER Liability. In the event that CUSTOMER consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party requests Services under this Agreement using CUSTOMER's codes, all such entities shall be jointly and severally liable for the obligations of CUSTOMER under this Agreement.

- 6.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to CUSTOMER for any act or omission of another entity providing services to CUSTOMER.
- 6.3 Limitation of Liability
- 6.3.1 Except for any indemnification obligations of the Parties hereunder, BellSouth's liability to CUSTOMER for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the Services not performed or improperly performed.
- 6.3.2 Limitations in Tariffs. CUSTOMER may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any Service provided or contemplated under this Agreement, that, to the maximum extent permitted by applicable law, CUSTOMER 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 CUSTOMER would have charged that applicable person for the Service that gave rise to such loss and (ii) indirect, incidental or consequential damages. To the extent that CUSTOMER elects not to place in its tariffs or contracts such limitations of liability, and BellSouth incurs a loss as a result thereof, CUSTOMER shall indemnify and reimburse the BellSouth for that portion of the loss that would have been limited had CUSTOMER included in its tariffs and contracts the limitations of liability that BellSouth included in its own tariffs at the time of such loss, except to the extent caused by BellSouth's gross negligence or willful misconduct.
- 6.3.3 BellSouth shall not be liable for damages to CUSTOMER'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 BellSouth's negligence or willful misconduct.
- 6.3.4 Under no circumstance shall BellSouth 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, CUSTOMER recognizes that BellSouth may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services described in this Agreement, and, while BellSouth shall use diligent efforts in this regard, CUSTOMER acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

6.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on BellSouth 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.

6.4 Indemnification for Certain Claims. Except to the extent caused by BellSouth's gross negligence or willful misconduct, BellSouth, its Affiliates, parent company and their employees and agents shall be indemnified, defended and held harmless by CUSTOMER against any claim, loss or damage arising from CUSTOMER'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 CUSTOMER's own communications, or (2) any claim, loss or damage claimed by the End User of CUSTOMER arising from such End User's use or reliance on BellSouth's Services, actions, duties, or obligations arising out of this Agreement.

6.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, BELLSOUTH MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. CUSTOMER DISCLAIMS, 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.

7. **Intellectual Property Rights and Indemnification**

7.1 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.

7.2 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.

7.3 Intellectual Property Remedies

7.3.1 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 6 preceding.

7.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of BellSouth is likely to become, the subject of a third party claim, action, suit, or proceeding based on intellectual property infringement, then BellSouth shall have the right to terminate, upon reasonable notice, this Agreement 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.

7.3.3 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.

7.3.4 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. Proprietary and Confidential Information

- 8.1 Proprietary and Confidential Information. It may be necessary for BellSouth and CUSTOMER, 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.
- 8.2 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.
- 8.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 8.3.1 (a) is made publicly available by the Discloser or lawfully by a non-Party 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.
- 8.4 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.
- 8.5 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.
- 8.6 Survival of Confidentiality Obligations. The Parties’ rights and obligations under this Section 8 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.

9. Resolution of Disputes

In the event the Parties are unable to resolve any disputes that arise under this Agreement, the aggrieved Party shall pursue resolution of such dispute(s) with the appropriate federal or state court of competent jurisdiction. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue. Except as otherwise provided in this Agreement, nothing herein shall be deemed a waiver of any right of a Party to pursue any remedy at law or in equity.

10. Taxes

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

10.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party

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

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

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

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

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

- 10.3.3 If the purchasing Party determines 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.
- 10.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 10.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 10.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 10.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 10.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 10.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 10.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. The purchasing Party shall remain liable for any such taxes and fees regardless of whether they are

actually billed by the providing Party at the time that the respective Service is billed.

- 10.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 10.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 10.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 10.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 10.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 10.4.8 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

11. 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 CUSTOMER, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non performance and both Parties shall proceed whenever such causes are removed or cease.

12. Modification of Agreement

- 12.1 Subject to the provisions of Section 18, if CUSTOMER 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 CUSTOMER to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change, and shall notify the appropriate state commission of such modification of company structure in accordance with the state rules governing such modification in company structure, if applicable.
- 12.2 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.

13. Non-waiver of Legal Rights

- 13.1 Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 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); provided, however, that any modification of any law, rule or order issued pursuant to the Act shall not impact or modify the Parties' rights and obligations pursuant to this Agreement.

14. 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. 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.

15. Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision.

16. 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.

17. Governing Law

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.

18. Assignments and Transfers

18.1 CUSTOMER shall not assign to any entity any right, obligation or duty, or any other interest hereunder, in whole or in part, without the prior written consent of BellSouth. No transfer or assignment of this Agreement or of any right, obligation or duty, or any other interest hereunder to any entity by contract, merger, operation of law or otherwise, shall be effective without the prior written consent of BellSouth and any such assignment or transfer shall be null and void. BellSouth may withhold its consent in its sole discretion. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that CUSTOMER is providing service. After BellSouth's consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. Any such assignment shall be subject to applicable charges negotiated between the Parties. 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, CUSTOMER shall not assign this Agreement to any Affiliate or non affiliated entity unless either (1) CUSTOMER pays all bills, past due and current, under this Agreement, or (2) CUSTOMER's assignee expressly assumes liability for payment of such bills.

18.2 In the event that CUSTOMER desires to transfer any Services hereunder to another carrier, the Parties shall negotiate the applicable rates, terms and conditions for such a transfer and CUSTOMER shall follow BellSouth's established process for completing such a transfer.

19. Notices

19.1 With the exception of billing notices, governed by Attachment 3, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed 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
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Coastal Telephone Connections, Inc. d/b/a Coastal Connections

John H. Fondren, Jr.
President
1186 Hamilton Ave.
Jennings, FL 32053
(386) 938-2078
jfondren@alltel.net

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

19.2 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.

19.3 Notwithstanding the foregoing, BellSouth shall post to the BellSouth Web site changes to business processes and policies and shall post to the BellSouth Web site or submit through applicable electronic systems, other business related notices not requiring an amendment to this Agreement.

20. Rule of Construction

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

21. 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.

22. 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.

23. 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.

24. 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.

25. Entire Agreement

25.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 25.2 below, and all incorporated documents, 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 as they relate to the Services provided under this Agreement and merges all prior discussions between them. 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.

25.2 This Agreement includes Attachments and Exhibits, incorporated herein by reference with provisions for the following:

Services
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing

25.3 Any reference throughout this Agreement to a tariff, industry guideline, BellSouth's technical guideline or reference, BellSouth business rule, guide or other such document containing processes or specifications applicable to the Services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these Services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the Services were provisioned.

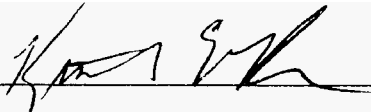
26. Service Levels

Notwithstanding any provision of any document referenced herein, BellSouth shall not be subject to any intervals, performance measurements or penalty payments associated with the performance of this Agreement.

General Terms and Conditions
Market Agreement
Signature Page

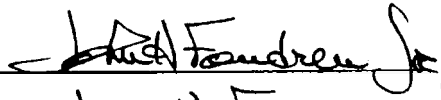
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: 
Name: Kristen E. Rowe

Date: 10/28/04

**Coastal Telephone Connections, Inc.
d/b/a Coastal Connections**

By: 
Name: JOHN H. FONDREN, JR.

PRES
Date: 9/22/04

Attachment 1
Services

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Services

1 Introduction

- 1.1 Upon request of CUSTOMER, BellSouth shall provide the Services set forth in this Attachment, at the rates set forth in Exhibit A of this Attachment, and pursuant to the terms and conditions of this Agreement. The terms and conditions set forth in this Attachment apply only when the Services are purchased pursuant to this Agreement. The network components and associated services and functions that comprise Wholesale Switch Port Services and Wholesale Local Platform Services under this Agreement are available pursuant to this Agreement only in conjunction with CUSTOMER's purchase of Wholesale Switch Port Services and Wholesale Local Platform Services and are not available for individual purchase. These Services are provided to CUSTOMER solely for the purpose of providing Telecommunications Services to CUSTOMER's End Users and CUSTOMER agrees not to use such Services for any other purpose.
- 1.2 The network components provided as part of the Services offered hereunder may be subject to modification, retirement, upgrades or other changes. BellSouth shall provide notice of such changes in accordance with the applicable provisions of the FCC's network disclosure requirements and any other applicable laws or regulations. In the event a network component is retired, such network component is no longer available.

2. Wholesale Switch Port Services

- 2.1 Wholesale Switch Port Services provide the features, functions and capabilities of the local circuit switch, including dial tone, the ability to originate and terminate calls, and all vertical features that the local circuit switch is capable of providing and that are available.
- 2.2 When ordering Wholesale Switch Port Services, network components that allow for the transport and termination of originated calls and the receipt of calls destined for the switch port are included. These network components, which each have their own pricing elements, include End Office Switching, Tandem Switching and Common Transport. CUSTOMER may also order for an additional charge switch based vertical features that the switch is capable of providing and that are available. BellSouth may make available certain ancillary services that may be ordered with the Wholesale Switch Port Services. If available, such ancillary services will be ordered pursuant to BellSouth's tariff or pursuant to a BellSouth resale agreement.
- 2.2.1 When ordering Wholesale Switch Port Services as a stand-alone element, CUSTOMER is responsible for obtaining other required elements or components

that may be needed to provide its desired voice grade services. These elements or component may include but are not limited to: loops; collocation arrangements; and collocation cross-connects between the Wholesale Switch Port Services and CUSTOMER's collocation arrangement.

- 2.2.2 Wholesale Switch Port Services shall be provided at DS0 and DS1 levels. The following Wholesale Switch Ports are available for ordering. Requests for services not currently available shall be addressed pursuant to BellSouth's established processes.
- 2.2.2.1 DS0 Wholesale Switch Port - Residential Service
- 2.2.2.2 DS0 Wholesale Switch Port - Business Service
- 2.2.2.3 DS0 Wholesale Switch Port - Residential Service with Remote Call Forwarding
- 2.2.2.4 DS0 Wholesale Switch Port - Business Service with Remote Call Forwarding
- 2.2.2.5 DS1 Wholesale Switch Port - ISDN/PRI
- 2.2.2.6 DS1 Wholesale Switch Port - ISDN/PRI with Detailed E911 Locator Capability
- 2.2.3 DS0 Wholesale Switch Ports for Residential, Business and Remote Call Forwarding shall be provisioned with a 2-wire voice grade port. DS1 Wholesale Switch Ports for ISDN/PRI and ISDN/PRI with Detailed E911 Locator Capability shall be provisioned with a 4-wire ISDN port.
- 2.2.4 End Office Switching
- 2.2.5 End Office Switching provides the switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. End Office Switching includes the pricing elements of End Office Switching Function and End Office Trunk Ports, as set forth in Exhibit A of this Attachment.
- 2.2.6 Tandem Switching
- 2.2.6.1 Tandem Switching provides the following: (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. Tandem Switching includes the pricing elements of Tandem Switching Function, Tandem Trunk Ports, Melded Tandem Switching Function and Melded Tandem Trunk Ports, as set forth in Exhibit A of this Attachment.

- 2.2.6.2 When an interoffice call originates from a Wholesale Switch Port and terminates to a BellSouth, independent company or facility based CLEC end office, BellSouth shall apply the Melded Tandem Switching rate(s) as set forth in Exhibit A of this Attachment. For all other calls utilizing Tandem Switching, the Tandem Switching rate as set forth in Exhibit A of this Attachment shall apply.
- 2.2.7 Common Transport
- 2.2.7.1 Common (Shared) Transport is 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. Common Transport includes the pricing elements of Common Transport per Mile and Common Transport Facilities Termination as set forth in Exhibit A of this Attachment.
- 2.2.8 Switch Based Vertical Features
- 2.2.8.1 Switch based vertical features include vertical features that the circuit switch is capable of providing and that are available and may be ordered in conjunction with the Wholesale Switch Port. Switch based vertical features are ordered separately and shall be charged at a single rate, as set forth in Exhibit A of this Attachment, regardless of the number of vertical features ordered. CUSTOMER may add or delete vertical features at no additional charge except the applicable ordering charge.
- 2.2.8.2 To the extent that a circuit switch is technically capable of providing a switch based vertical feature but such switch based vertical feature is not currently available, CUSTOMER may submit a request pursuant to BellSouth's established processes. Additional charges may apply.
- 2.2.9 Ancillary Services
- 2.2.9.1 CUSTOMER may request certain non-switch based services that are available with Wholesale Switch Port Services. If available, such services shall be provided pursuant to BellSouth's tariff or pursuant to a separate BellSouth resale agreement. If not available CUSTOMER may submit a request pursuant to BellSouth's established processes.
- 2.2.9.2 Directory Listings
- 2.2.9.2.1 BellSouth shall provide one basic White Pages directory listing per telephone number per End User account at no charge other than applicable service order charges as set forth in BellSouth's tariffs. If such listing is requested on the initial local service request ("LSR") associated with the request for Service, a single manual service order charge or electronic service order charge, as appropriate, as described in Exhibit A of this Attachment will apply to both the request for Service

and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2. Additional, enhanced and miscellaneous listings may be provided and shall be rated according to BellSouth's General Subscriber Services Tariff ("GSST"), and tariffed service order charges and manual or electronic service order charges shall apply.

2.2.10 Remote Call Forwarding

2.2.10.1 As an option, BellSouth shall make available to CUSTOMER a switch port with Remote Call Forwarding capability (RCF). RCF service combines the functionality of End Office Switching, Tandem Switching and Common Transport to forward calls from the RCF service telephone number (i.e., the number dialed by the calling party) to another telephone number selected by the RCF service subscriber ("Forward-to-Number"). When ordering RCF service, CUSTOMER will ensure that the following conditions are satisfied:

2.2.10.1.1 The End User of the Forward-to-Number agrees to receive calls forwarded using the RCF service (if such End User is different from the RCF service End User);

2.2.10.1.2 The Forward-to-Number is equipped with sufficient capacity to receive the volume of calls that will be generated from the RCF service;

2.2.10.1.3 The RCF service will not be utilized to forward calls to another RCF or similar service; and

2.2.10.1.4 The Forward-to-Number is not a public safety number (e.g., 911, fire or police number).

2.2.10.2 In addition to the charge for the RCF service port, BellSouth shall charge CUSTOMER the rates set forth in Exhibit A of this Attachment for End Office Switching, Tandem Switching, and Common Transport, including all associated usage incurred for calls from the RCF service telephone number to the Forward-to-Number.

2.3 Detailed E911 with Locator Capability

2.3.1 Detailed E911 Locator Capability is required with any 4-wire ISDN DS1 Port, which has the ability to make and receive voice calls to or from the Public Switched Telecommunications Network (PSTN).

2.3.2 Detailed E911 Locator Capability allows End Users located on CUSTOMER's network ring or loop facilities direct access into an E911 tandem office, delivering the telephone number and location of the End User's number as well as the actual

physical location of the calling party's extension to the appropriate E911 Public Safety Answering Point (PSAP).

- 2.3.3 All CUSTOMER's End Users who have service provisioned via 4-wire ISDN DS1 Port with Detailed E911 Locator Capability shall physically be located in the E911 Tandem Switch service area.
- 2.3.4 CUSTOMER shall pass its End User's telephone number to BellSouth over the Primary Interface (PRI) trunk group via Automatic Number Identification (ANI).
- 2.3.5 CUSTOMER shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User's listed address as the actual physical End User location in the E911 Automatic Location Identification (ALI) Database.
 - 2.3.5.1.1 CUSTOMER will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for CUSTOMER's End Users.

3. Wholesale Local Platform Services

- 3.1 Wholesale Local Platform Services provide an end to end Telecommunications Service by combining Wholesale Switch Ports with the loop network component described in this Agreement, which together provide local exchange service for the origination or termination of calls. Wholesale Local Platform Services support the same calling and feature attributes as described in the Wholesale Switch Port Services section of this Attachment. Wholesale Local Platform Services shall be provided at DS0 and DS1 levels.
 - 3.1.1 The following DS0 Wholesale Local Platform Services are available for ordering. Requests for services not currently available shall be addressed pursuant to BellSouth's established processes. Additional charges may apply.
 - 3.1.1.1 DS0 Wholesale Local Platform Service [Residence]
 - 3.1.1.2 DS0 Wholesale Local Platform Service [Business]
 - 3.1.1.3 DS0 Wholesale Local Platform Service [Residence – Private Branch Exchange (PBX)]
 - 3.1.1.4 DS0 Wholesale Local Platform Service [Business – PBX]
 - 3.1.1.5 DS0 Wholesale Local Platform Service [Direct Inward Dial (DID)]
 - 3.1.1.6 DS0 Wholesale Local Platform Service [Coin]

- 3.1.1.7 DS0 Wholesale Local Platform Service [Residence – Foreign Central Office (FCO)/Foreign Exchange (FX)]
- 3.1.1.8 DS0 Wholesale Local Platform Service [Business – FCO/FX]
- 3.1.1.9 DS0 Wholesale Local Platform Service [PBX – FCO/FX]
- 3.1.1.10 DS0 Wholesale Local Platform Service – [PBX/DID with E911 Call Locator]
- 3.1.1.11 DS0 Wholesale Local Platform Service – [ISDN/BRI]
- 3.1.2 DS0 Wholesale Local Platform Services for Residence, Business, PBX, Coin, FCO/FX, and PBX/DID with E911 Call Locator shall be provisioned with a 2-wire voice grade port. DS1 Wholesale Local Platform Services for ISDN/BRI shall be provisioned with a 2-wire ISDN port.
- 3.2 The DS1 Wholesale Local Platform Services include the following. Requests for services not currently available shall be addressed pursuant to BellSouth's established processes. Additional charges may apply.
 - 3.2.1 DS1 Wholesale Local Platform Service – Direct Digital Integration Termination Service (DDITS)
 - 3.2.1.1 DS1 Wholesale Local Platform Service –DDITS is an arrangement that allows the termination of a 4-wire digital loop directly into a digital switch port. It will consist of a DS1 facility that will be terminated into a digital carrier trunk port on a switch. These ports can only be used for DS1 terminations on the trunk side of the switch. A DDITS arrangement can be consist of 24 DS0 level channels that can be configured as a 2-way, 2-way DID with user transfer, 1-way outward, or 1-way inward with or without DID service. This service allows for assigning multiple trunk groups (made up of individual channel assignments) within a single digital loop, single trunk groups across multiple digital loops, or combinations of both.
 - 3.2.2 DS1 Wholesale Local Platform Service – 4-wire Integrated Services Digital Network/ Primary Rate ISDN (4-wire ISDN/PRI)
 - 3.2.2.1 DS1 Wholesale Local Platform Service - 4-wire ISDN/PRI is an intraLATA offering supported by the Integrated Services Digital Network (ISDN) architecture. DS1 Wholesale Local Platform Service – 4-wire ISDN/PRI provides an ISDN-based, DS1 access to the PSTN and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service provides connectivity between ISDN compatible CPE (Customer Provided Equipment) and a serving central office. The basic channel structure is twenty-three 64 Kbps B-Channels and one 64 Kbps D-Channel. The End User may activate up to 23 B-Channels on the first ISDN PRI arrangement and up to 24

channels on additional 4-wire ISDN/PRI arrangements. The product offerings are: voice/data (standard), digital data only and inward data option.

- 3.2.3 DS1 Wholesale Local Platform Service – 4 Wire DS1 Loop with Channelization with Port
 - 3.2.3.1 DS1 Wholesale Local Platform Service - 4-wire DS1 Loop with Channelization with Port is a port/loop arrangement consisting of the following four basic components: (a) 1 DS1 digital loop; (b) 1 channelization interface device (D4 Channel Bank or equivalent) in the BellSouth central office; (c) selected central office ports (up to 24 per DS1) in the BellSouth switch; and (d) DS0 feature activation cards (1 per DS0) in the BellSouth channel bank. Each DS1 loop supports any combination of the following four service offerings up to a maximum of twenty four (24) DS0 channels. The following service offerings are available: (1) a 2-way, combination trunks/trunk groups (line side termination in BellSouth switch); (2) a 1-way, outward trunks/trunk groups (line side termination in BellSouth switch); (3) a 1-way, inward trunks/trunk groups, without DID (line side termination in BellSouth switch); and (4) a 1-way, inward trunks/trunk groups, with DID (trunk side termination in a BellSouth switch).
- 3.3 The loop network component is defined as a transmission facility between the distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at the End User's premises. The loop 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 premises. CUSTOMER shall purchase the entire bandwidth of the loop in connection with the Wholesale Local Platform Services and, unless otherwise expressly agreed by BellSouth in a separate agreement or tariff, BellSouth shall not subdivide the frequency of the loop.
 - 3.3.1 Except as set forth herein, loops used as a part of any voice grade Wholesale Local Platform Services, 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, at any time, in the normal course of maintaining, repairing, and configuring its network, may also change the loop utilized in conjunction with the Wholesale Local Platform Services. In these situations, BellSouth will only ensure that the newly provided facility will continue to support the same voice grade services originally provided by the Wholesale Local Platform Services.
 - 3.3.2 The loop does not include any packet switched features, functions or capabilities.

- 3.3.3 BellSouth shall not provision Wholesale Local Platform Services over any loop that is comprised entirely of fiber from the distribution frame (or equivalent) in the BellSouth central office to the demarcation point at the End User's premises.
- 3.3.4 The loops utilized as a part of Wholesale Local Platform Services, shall be provided to CUSTOMER in accordance with applicable provisions of BellCore/ANSI standard technical references and/or BellSouth's TR73600.
- 3.3.5 BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the loop component associated with the Wholesale Local Platform Services.
- 3.3.6 DS0 Wholesale Local Platform Services for simple residential and business services shall be provisioned with a 2-wire analog voice grade loop, which is a non-designed 2-wire loop start circuit that does not have remote access test points.
- 3.3.7 DS0 Wholesale Local Platform Services PBX, DID, FCO and FX, are complex services and are provisioned with a designed 2-wire analog voice grade loop, which has remote access test points and a designed layout record.
- 3.3.8 DS0 Wholesale Local Platform Services – 2-wire ISDN/BRI is a complex service and is provisioned using a 2-wire ISDN designed loop that has remote test points and a designed layout record, except in Georgia, where the service is provisioned with a non-designed ISDN loop.
- 3.3.9 DS1 Wholesale Local Platform Services shall be provisioned with a DS1 loop that may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will be a designed circuit and will include a 4-wire DS1 Network Interface at the End User's location.
- 3.4 Loop Tagging
 - 3.4.1 When a BellSouth technician is required to be dispatched to provision the loop, BellSouth will tag the loop with the telephone number. 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 CUSTOMER wants to ensure the loop is tagged during the provisioning process for loops that may not require a dispatch, CUSTOMER may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.
- 3.5 E911 Call Locator Capability
 - 3.5.1 E911 Call Locator Capability is available as an adjunct service to DS1 Wholesale Local Platform Services –ISDN/PRI, DS1 Wholesale Local Platform Service – DDITS, DS1 Wholesale Local Platform Services – 4 wire DS1 Loop with

Channelization with Port; and DS0 Wholesale Local Platform Services with E911 Call Locator (includes DID and On/Off Premises Extensions).

- 3.5.2 E911 Locator Capability allows a PBX switch located on an End User's premises direct access into an E911 tandem office, delivering the telephone number and location of the PBX End User's station number to the appropriate E911 PSAP.
- 3.5.3 E911 Call Locator Capability offers full E911 service to CUSTOMER's End User's PBX station users. Full E911 service means the actual physical location of the PBX 911 caller and the station telephone number will be identified to the PSAP when a 911 call is made.
- 3.5.4 There are two components to this service: (1) access to the Automatic Location Identification (ALI) database, which is the database service component of this product. The PBX station information is initiated and maintained by CUSTOMER or CUSTOMER's PBX End User in the ALI database; and (2) E911 Locator Capability Service Local Channels, which are the paths that carry E911 calls to the E911 tandem. If CUSTOMER's End User is served via PRI, the E911 calls may travel over either the PRI or over separate CAMA trunks to the E911 tandem, as specified by CUSTOMER when placing the order for the service. If CUSTOMER's End User is served by DDITS, 4 wire Channelization with Port or PBX Trunks, then CAMA trunks must be used.
- 3.5.5 CUSTOMER can as an option purchase private dedicated trunks at the resale tariff rate installed between the BellSouth E911 Tandem and CUSTOMER's Point of Interface (POI), usually an adjunct box located at the PBX. If the PBX supports PRI and the calling stations are DID numbers, then the 911 call can be transmitted using PRI without E911 Locator Capability Service Local Channels.
- 3.5.6 CUSTOMER is responsible and liable for providing the correct E911 tandem information to BellSouth during the ordering and provisioning process.
- 3.5.7 CUSTOMER is responsible and liable for maintaining individual telephone numbers and corresponding address/location data.
- 3.5.8 CUSTOMER is responsible and liable for insuring that the End User listed address is the actual physical End User location as mandated by regulatory and public safety agencies (e.g. E911).
- 3.5.9 CUSTOMER is responsible and liable for any error conditions resulting from the submission of invalid telephone number and address/location data for the CUSTOMER's End Users and the PBX stations.
- 3.5.10 CUSTOMER will insure that its End User's telephone number can be passed over the appropriate E911 Call Locator Capability Local Service Channels, the PRI trunk group, or direct CAMA trunks to the appropriate E911 Tandem switch.

- 3.5.11 CUSTOMER or CUSTOMER's designated representative will work with the 3rd party provider of E911 Call Locator Capability to assure all information in the Public Service Automatic Location Information (PSALI) data base is up-to-date.
- 3.6 On/Off Premises extensions and Different Premises Address extension are available for select DS0 Wholesale Local Platform Services. The rates are as set forth in Exhibit A to this Attachment.
- 3.7 Conversion of Embedded Base
- 3.7.1 If, as of the Effective Date of this Agreement, CUSTOMER has existing DS0 or DS1 port/loop combinations or DS0 or DS1 switch ports purchased pursuant to another agreement with BellSouth, the execution of this Agreement constitutes CUSTOMER's request to transition all such DS0 or DS1 port/loop combinations and DS0 or DS1 switch ports to the applicable Service provided under this Agreement. A Local Service Request ("LSR") is not required and conversion charges do not apply to the conversion of the embedded base as of the Effective Date of the Agreement.
- 3.7.2 Any amounts owed pursuant to any prior agreement between the Parties for any DS0 or DS1 port/loop combinations and DS0 or DS1 switch ports, or other associated charges related thereto, shall be due and owing under the prior agreement.
- 3.7.3 Any orders placed under any prior agreement between the Parties for DS0 or DS1 port/loop combinations and DS0 or DS1 switch ports, not provisioned prior to the Effective Date hereof, shall be provisioned under and governed by the terms of this Agreement as of the Effective Date hereof as if such orders were placed under this Agreement.
- 4 DS0 Wholesale Switch Port Services and DS0 Wholesale Local Platform Services Rates**
- 4.1 The rates for DS0 Wholesale Switch Port Services and DS0 Wholesale Local Platform Services in Exhibit A of this Attachment shall be applied according to whether CUSTOMER is serving a Mass Market or an Enterprise Market End User and shall include nonrecurring and monthly recurring charges.
- 4.2 Mass Market.
- 4.2.1 From the Effective Date of this Agreement through December 31, 2004, the Mass Market shall be defined as: (i) End Users that CUSTOMER serves with less than four (4) voice grade (DS0) lines or equivalents in Density Zone 1 (as defined by the FCC as of January 1, 1999) where BellSouth's switch is located in the top 8 Metropolitan Statistical Areas (MSAs) in BellSouth's region, as specified by the FCC in CC Docket No. 96-98; and (ii) End Users that CUSTOMER serves with

any number of voice grade (DS0) lines or equivalents in any remaining service area in BellSouth's region.

- 4.2.2 From January 1, 2005, through the remainder of the term of this Agreement, the Mass Market shall be defined as End Users that CUSTOMER serves with less than four (4) voice grade (DS0) lines or equivalents in any service area covered by this Agreement.
- 4.2.3 Except as set forth in Section 4.4 below, the rates applicable to DS0 Wholesale Switch Port Services and DS0 Wholesale Local Platform Services for the Mass Market, as set forth in Exhibit A hereto, shall apply to Services provided by CUSTOMER to Mass Market End Users as described in this Section 4.2.
- 4.3 Enterprise Market.
 - 4.3.1 From the Effective Date of this Agreement through December 31, 2004, the Enterprise Market shall be defined as: (i) End Users that CUSTOMER serves with four (4) or more voice grade (DS0) lines or equivalents in Density Zone 1 (as defined by the FCC as of January 1, 1999) where BellSouth's switch is located in the top 8 Metropolitan Statistical Areas (MSAs) in BellSouth's region, as specified by the FCC in CC Docket No. 96-98; and (ii) End Users that CUSTOMER serves with a DS1 service in any service area covered by this Agreement.
 - 4.3.2 From January 1, 2005, through the remainder of the term of this Agreement, the Enterprise Market shall be defined as: (i) End Users that CUSTOMER serves with four (4) or more voice grade (DS0) lines or equivalents in any service area covered by this Agreement; (ii) End Users that CUSTOMER serves with a DS1 service in any service area covered by this Agreement; and (iii) End Users that CUSTOMER serves with any number of voice grade (DS0) lines or equivalents where the End User is also served by DS1 service in any service area covered by this Agreement.
 - 4.3.3 Except as set forth in Section 4.4 below, the rates applicable to DS0 Wholesale Switch Port Services and DS0 Wholesale Local Platform Services for the Enterprise Market, as set forth in Exhibit A hereto, shall apply to Services provided by CUSTOMER to Enterprise Market End Users as described in this Section 4.3.
- 4.4 Rating exceptions:
 - 4.4.1 From the Effective Date of this Agreement through December 31, 2004, the rates for all DS0 Wholesale Local Switch Ports for Residence, Business, PBX and Remote Call Forwarding classes of service will be the Mass Market rates. From January 1, 2005, through the remainder of the term of this Agreement, the rates for such Services shall be as set forth in Sections 4.2.3 and 4.3.3 above, as applicable.

- 4.4.2 From January 1, 2005, through the remainder of the term of this Agreement, Enterprise rates shall apply to DS0 Wholesale Local Platform Service 2-wire DID, DS0 Wholesale Local Platform Service – 2-wire ISDN/BRI, DS0 Wholesale Local Platform Service 2-wire CENTREX and DS0 Wholesale Local Platform Service – PBX with E911 Call Locator Capability (including DID and On/Off Premises extensions). From the Effective Date of this Agreement through December 31, 2004, the rates for such Services shall be as set forth in Sections 4.2.3 and 4.3.3 above, as applicable.
- 4.5 For the DS0 Wholesale Switch Port, recurring charges apply to the switch port, switch based vertical features, End Office Switching, Tandem Switching and Common Transport pricing elements. Nonrecurring charges apply to the switch port.
- 4.6 For the DS0 Wholesale Local Platform Services, recurring charges apply to the switch port, loop, switch based vertical features, End Office Switching, Tandem Switching and Common Transport pricing elements. Nonrecurring charges shall apply to the switch port for a new installation. If, however, the Service is converted from BellSouth retail, resale, or a loop/port combination provided by BellSouth to another CLEC, the nonrecurring conversion charges shall apply to such conversions.
- 4.7 For complex DS0 Wholesale Local Platform Services, e.g., Centrex, FX/FCO, ISDN/BRI, additional elements or services may be required to properly provision the service. Appropriate recurring and non-recurring charges for these elements are applicable and are detailed in Exhibit A of this Attachment.
- 4.8 The rates for End Office Switching, Tandem Switching and Common Transport are applied based on their use in the transport of an originated or terminated call, with the exception of the coin class of service which contains a monthly recurring flat-rate charge for all three of these pricing elements combined. Originated calls shall utilize these pricing elements until the terminating end office is reached for a BellSouth or resale End User terminated call or until the call reaches the network of a third party on a third party terminated call. Usage rates apply to all channels on DS0 Wholesale Local Platform Service – 2-wire ISDN/BRI.
- 4.9 Rates for loops purchased in conjunction with DS0 Wholesale Local Platform Services are determined by the zone applicable to the specific loop location. Zones are established by the Commission and may be changed from time to time. In the event the Commission changes the zone applicable to any loop associated with any DS0 Wholesale Local Platform Services, the loop component of such Services shall be billed at the applicable rate for the new zone.
- 5 DS1 Wholesale Switch Port Services and DS1 Wholesale Local Platform Services Rates**

- 5.1 The rates for DS1 Wholesale Switch Port Services and DS1 Wholesale Local Platform Services in Exhibit A of this Attachment shall be applied at the DS1 Enterprise Market Rate and shall include monthly recurring and nonrecurring charges.
- 5.1.1 For the DS1 Wholesale Switch Port, recurring charges apply to the switch port, applicable switch based vertical features, End Office Switching, Tandem Switching and Common Transport pricing elements. Nonrecurring charges apply to the switch port.
- 5.1.2 DS1 Wholesale Switch Ports also require additional elements for proper provisioning of the particular type of DS1 port offered. Appropriate recurring and non-recurring charges for these applicable service specific elements are located in Exhibit A of this Attachment.
- 5.1.3 For the DS1 Wholesale Local Platform Services, recurring charges apply to the switch port, loop, switch based vertical features, End Office Switching, Tandem Switching and Common Transport pricing elements. Nonrecurring charges shall apply to the switch port for a new installation. If, however, the Service is converted from BellSouth retail, resale, or a loop/port combination provided by BellSouth to another CLEC, the nonrecurring conversion charges shall apply to such conversions.
- 5.1.4 DS1 Wholesale Local Platform Services also require additional elements for proper provisioning of the particular DS1 Wholesale Local Platform Service. Appropriate recurring and non-recurring charges for these applicable service specific elements are located in Exhibit A of this attachment.
- 5.1.5 The rates for End Office Switching, Tandem Switching and Common Transport are applied based on their use in the transport of an originated or terminated call. Originated calls shall utilize these pricing elements until the terminating end office is reached for a BellSouth or resale End User terminated call or until the call reaches the network of a third party on a third party terminated call. Usage for DS1 Wholesale Local Platform Services are applicable to each activated channel on the DS1 loop.
- 5.1.6 Rates for loops purchased in conjunction with DS1 Wholesale Local Platform Services are determined by the zone applicable to the specific loop location. Zones are established by the Commission and may be changed from time to time. In the event the Commission changes the zone applicable to any loop associated with any DS1 Wholesale Local Platform Services, the loop component of such Services shall be billed at the applicable rate for the new zone.
- 6. Wholesale Switch Port and Wholesale Local Platform Services Inter-carrier Compensation**

- 6.1 Intercarrier compensation for 7 or 10 digit dialed calls originated by CUSTOMER utilizing Wholesale Switch Port Services or Wholesale Local Platform Services shall apply as follows:
 - 6.1.1.1 For calls terminating to a BellSouth or resale End User, BellSouth shall charge CUSTOMER for End Office Switching at the terminating end office.
 - 6.1.1.2 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge CUSTOMER for End Office Switching at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching at the terminating end office.
 - 6.1.1.3 For calls terminating to third party carriers utilizing their own switches to serve their End Users, such as CLECs, wireless carriers and independent companies, CUSTOMER is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. If CUSTOMER does not have such an agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by CUSTOMER, or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may, at its option:
 - 6.1.1.3.1 pay such charges as billed by the third party carrier and bill an additional End Office Switching pricing element to CUSTOMER for each such call; or
 - 6.1.1.3.2 pay such charges as billed by the third party carrier and CUSTOMER will reimburse the full amount of such charges within thirty (30) days of BellSouth's request for reimbursement.
- 6.1.2 Intercarrier compensation for 7 or 10 digit dialed calls terminating to CUSTOMER utilizing Wholesale Switch Port Services or Wholesale Local Platform Services shall apply as follows:
 - 6.1.2.1 For calls originated by a BellSouth or resale End User, BellSouth shall not charge CUSTOMER for End Office Switching at the terminating end office for use of the network component; therefore, CUSTOMER shall not charge BellSouth reciprocal compensation or any other charges for termination of such calls.
 - 6.1.2.2 For calls originated by a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall not charge CUSTOMER for End Office Switching at the terminating end office for use of the network component; therefore, CUSTOMER shall not charge the originating CLEC or BellSouth reciprocal compensation or any other charges for termination of such calls.

- 6.1.2.3 For calls originated by third parties utilizing their own switches to serve their End Users, such as CLECs, wireless carriers and independent companies, CUSTOMER is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. CUSTOMER may bill the third parties according to such agreements and shall not bill BellSouth for the exchange of traffic through BellSouth's network.
- 6.1.3 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls originated by CUSTOMER utilizing Wholesale Switch Port Services or Wholesale Local Platform Services where CUSTOMER uses BellSouth's Carrier Identification Code (CIC) for its End User's Local Preferred Interexchange Carrier (LPIC):
- 6.1.3.1 For calls terminating to a BellSouth or resale End User, BellSouth shall charge CUSTOMER for End Office Switching at the terminating end office.
- 6.1.3.2 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge CUSTOMER for End Office Switching at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching at the terminating end office.
- 6.1.3.3 For calls terminating to third party carriers utilizing their own switches to serve their End Users, such as CLECs, wireless carriers and independent companies, CUSTOMER is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. If CUSTOMER does not have such an agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by CUSTOMER, or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may, at its option:
- 6.1.3.3.1 pay such charges as billed by the third party carrier and bill an additional End Office Switching pricing element to CUSTOMER for each such call; or
- 6.1.3.3.2 pay such charges as billed by the third party carrier and CUSTOMER will reimburse BellSouth the full amount of such charges within thirty (30) days following BellSouth's request for reimbursement.
- 6.1.4 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls terminating to CUSTOMER utilizing Wholesale Switch Port Services or Wholesale Local Platform Services where the originating carrier uses BellSouth's CIC for its End User's LPIC:
- 6.1.4.1 For calls originated by a BellSouth or resale End User, BellSouth shall charge CUSTOMER for End Office Switching at the terminating end office for use of the

End Office Switching network component in terminating such calls. CUSTOMER may charge BellSouth for reciprocal compensation at the End Office Switching rate in this Agreement for such calls. CUSTOMER shall not charge originating or terminating switched access rates to BellSouth for termination of such calls.

- 6.1.4.2 For calls originated by or terminating to interexchange carriers through a switched access arrangement, CUSTOMER may bill the interexchange carrier in accordance with CUSTOMER's tariff and will not bill BellSouth any charges for such call. CUSTOMER shall pay BellSouth applicable charges for the use of BellSouth's network in accordance with the rates set forth in Exhibit A of this Attachment for originating and terminating such calls.

7. Wholesale Sub-Loop Feeder Network Element

- 7.1 Sub-loop Feeder (SLF) provides connectivity between a termination point in BellSouth's central office (distribution frame or central office terminal) and a BellSouth cross-box (or other access point) that serves one or more End User locations.
- 7.2 SLF can be configured as 2-wire Copper, 4-wire Copper, or 4-wire DS1.
- 7.3 SLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2-wire or 4-wire communications pathway from the termination point in a BellSouth central office to the BellSouth cross box. This element will allow for the connection of CUSTOMER's loop distribution elements onto BellSouth's feeder system.
- 7.4 Requirements
- 7.4.1 CUSTOMER will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a cross-connect panel inside the BellSouth cross-box to the requested level of feeder element. BellSouth will provide access to SLF where existing capacity is available. If there are no existing facilities, BellSouth will not place additional facilities.
- 7.4.2 SLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.
- 7.4.3 BellSouth will provide SLF in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.
- 7.4.4 The CLEC will access the SLF at the BellSouth central office by using a cross-connect from it's collocation space to the termination point of the SLF in the End User's serving wire center.
- 7.5 Rates

7.5.1 Rates for these Services are as set forth in Exhibit A of this Attachment.

8. Wholesale Operator Call Processing Services

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

8.2 Upon request for OCP, 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 CUSTOMER 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 to 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. Rates are set forth under Inward Operator Services in Exhibit A of this Attachment.

8.2.9 Process emergency call trace originated by a PSAP.

8.2.10 Process operator assisted directory assistance calls.

8.2.11 Adhere to equal access requirements, providing CUSTOMER local End Users the same IXC access as provided to BellSouth End Users.

8.2.12 Exercise at least the same level of fraud control in providing operator service to CUSTOMER 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 CUSTOMER.
- 8.2.15 Provide call detail records to CUSTOMER via the Optional Daily Usage File described in this Attachment.
- 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 BellSouth will provide access to OCP Service at the rates set forth in Exhibit A of this Attachment.

9. Wholesale Directory Assistance Service

- 9.1 BellSouth's Wholesale Directory Assistance (DA) Service provides local and non-local End User telephone number listings with the option to complete the call at the caller's direction separate and distinct from Wholesale Switch Ports Services or Wholesale Local Platform Services.
- 9.2 BellSouth will provide access to DA Service at the rates set forth in Exhibit A of this Attachment.
- 9.3 DA Service shall provide up to two listing requests per call. If available and if requested by CUSTOMER's End User, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings.
- 9.4 DA Service Updates
- 9.5 BellSouth shall update End User listings changes daily. These changes include:
 - 9.5.1 New End User connections;
 - 9.5.2 End User disconnections;
 - 9.5.3 End User address changes.
- 9.6 These updates shall also be provided for non listed and non published numbers for use in emergencies.
- 9.7 Branding for Wholesale Operator Call Processing and Directory Assistance
 - 9.7.1 BellSouth's branding feature provides a definable announcement to CUSTOMER End Users using DA/OCP prior to placing such End Users in queue or connecting them to an available operator or automated operator system. This feature allows CUSTOMER to have its calls custom branded with CUSTOMER's name on whose behalf BellSouth is providing DA and/or OCP.

- 9.7.2 BellSouth offers three branding options to CUSTOMER when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.
- 9.7.3 Upon receipt of the custom branding order from CUSTOMER, the order is considered firm after ten (10) business days. Should CUSTOMER decide to cancel the order, CUSTOMER must provide written notification to CUSTOMER's Local Contract Manager. If CUSTOMER decides to cancel after ten (10) business days from receipt of the custom branding order, CUSTOMER shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), CUSTOMER must contact its account team to initiate the order via the OLNS Branding Order form. For Facility Based Carrier branding, orders are placed via an LSR.
- 9.7.4 Branding via Originating Line Number Screening (OLNS)
- 9.7.4.1 Where CUSTOMER is purchasing Wholesale Switch Port Services or Wholesale Local Platform Services hereunder, BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, CUSTOMER shall not be required to purchase dedicated trunking.
- 9.7.4.2 BellSouth Branding is the default branding offering.
- 9.7.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, CUSTOMER must have its Operating Company Number (OCN(s)) and telephone numbers reside in BellSouth's LIDB. To implement Unbranding and Custom Branding via OLNS software, CUSTOMER must submit a manual order form which requires, among other things, CUSTOMER's OCN and a forecast, pursuant to the appropriate BellSouth form provided, for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. CUSTOMER shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon CUSTOMER's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all CUSTOMER End Users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.
- 9.7.5 Facilities Based Carrier Branding
- 9.7.5.1 The branding options set forth in Section 9.7.2 are also available for facilities based carriers; provided, however that such branding requires CUSTOMER to order dedicated trunking from its end office(s) point of interface to the BellSouth TOPS Switches. Such trunks shall be ordered pursuant to the ASR process. Rates for trunks are set forth in applicable BellSouth tariffs.

- 9.7.5.2 Unbranding is the default branding offering.
- 9.7.5.3 Rates for Facilities Based Carrier Branding are set forth in Exhibit A of this Attachment.
- 10. Wholesale Selective Call Routing Using Line Class Codes (SCR-LCC)**
- 10.1.1 Where CUSTOMER utilizes an operator services provider other than BellSouth, BellSouth will route CUSTOMER's End User calls to that provider through SCR-LCC.
- 10.1.2 SCR-LCC provides the capability for CUSTOMER to have its OCP/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.
- 10.1.3 Custom Branding for Directory Assistance (DA) is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 10.1.4 Where available, CUSTOMER specific and unique line class codes are programmed in each BellSouth end office switch where CUSTOMER intends to serve End Users with customized OCP/DA branding. The line class codes specifically identify CUSTOMER's End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and CUSTOMER intends to provide CUSTOMER - branded OCP/DA to its End Users in these multiple rate areas.
- 10.1.5 SCR-LCC supporting Custom Branding and Self Branding require CUSTOMER to order dedicated trunking from each BellSouth end office identified by CUSTOMER, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the CUSTOMER operator service provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.1.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by CUSTOMER to the BellSouth TOPS.
- 10.1.6.1 The rates for SCR-LCC are as set forth in Exhibit A of this Attachment.

11. Remote Site Line Sharing

- 11.1 General

- 11.2 Remote Site Line Sharing is defined as the process by which CUSTOMER provides digital subscriber line service over the same copper sub-loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the loop and CUSTOMER using the high frequency spectrum (as defined below) of the sub-loop. 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 facility.
- 11.3 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper sub-loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow CUSTOMER the ability to provide Digital Subscriber Line (xDSL) data services to the End User for whom BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the sub-loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. CUSTOMER shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.
- 11.4 Access to the High Frequency Spectrum requires an unloaded, 2-wire (Non-Designed) copper sub-loop. An unloaded copper sub-loop has no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.
- 11.5 When ordering Remote Site Line Sharing, BellSouth will provide loop modification to CUSTOMER on an existing sup-loop in accordance with procedures for High Frequency Spectrum Unbundled Loop Modification found on the web site at: Remote site Unbundled Sub-Loop Modification are posted at **http://www.interconnection.bellsouth.com/guides/unedocs/hi_freq_sp_ulm.pdf**.
- 11.6 BellSouth will not modify a sub-loop for access to the High Frequency Spectrum if modification of that sub-loop significantly degrades BellSouth's voice service. BellSouth will not modify a sub-loop greater than 18,000 feet for remote site line sharing.
- 11.7 Remote Site Line Sharing shall only be available on sub-loops provided by BellSouth on which BellSouth continues to provide analog retail voice service directly to a BellSouth End User. In the event the BellSouth End User terminates

its BellSouth provided retail voice service for any reason, or in the event BellSouth disconnects the End User's retail voice service pursuant to its tariffs or applicable law, and CUSTOMER desires to continue providing xDSL service on such sub-loop, CUSTOMER shall be required to purchase a full stand-alone sub-loop pursuant to the Parties' Interconnection Agreement. To the extent commercially reasonable, BellSouth shall give CUSTOMER notice in a reasonable time prior to disconnection of the retail voice End User. Such notice shall give CUSTOMER an adequate opportunity to notify BellSouth of its intent to purchase such sub-loop. In those cases where BellSouth no longer provides retail voice service to the End User and CUSTOMER purchases the full stand-alone sub-loop, CUSTOMER will pay the appropriate recurring and nonrecurring rates for such sub-loop, as set forth in Exhibit A of the Parties' Interconnection Agreement. In the event CUSTOMER purchases a standalone voice grade sub-loop, CUSTOMER acknowledges that such sub-loop may not remain xDSL compatible.

- 11.8 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular sub-loop.
- 11.9 Provisioning of High Frequency Spectrum and Splitter Space
 - 11.9.0 BellSouth will provide CUSTOMER with access to the High Frequency Spectrum as follows:
 - 11.9.1 To order High Frequency Spectrum on a particular sub-loop, CUSTOMER must have a Digital Subscriber Line Access Multiplexer (DSLAM) located at or near the remote site that serves the End User of such sub-loop.
 - 11.9.2 CUSTOMER may provide its own splitters or may order splitters at or near a remote site once the CUSTOMER has installed its DSLAM at that remote site. CUSTOMER may order BellSouth owned splitters at the rates set forth in Exhibit A of this Attachment.
 - 11.9.3 Once a splitter is installed on behalf of CUSTOMER in a remote site in which CUSTOMER is located, CUSTOMER shall be entitled to order Remote Site Line Sharing on lines served out of that remote site. BellSouth will bill and CUSTOMER shall pay the applicable rate for CUSTOMER's High Frequency Spectrum End User's activation.
 - 11.10 BellSouth Owned Splitter
 - 11.10.1 At CUSTOMER request BellSouth will select, purchase, install and maintain a splitter at the remote site. The CUSTOMER's meet point is at the BellSouth "cross connect" point located at the Feeder Distribution Interface (FDI). CUSTOMER will provide a cable facility to the BellSouth FDI. BellSouth will splice the CUSTOMER's cable to BellSouth's spare binding post in the FDI and use "cross connects" to connect the CUSTOMER's cable facility to the BellSouth

splitter. The splitter will route the high frequency portion of the circuit to the CUSTOMER's xDSL equipment in their collocation space.

- 11.10.2 The BellSouth splitter bifurcates the digital and voice band signals. The low frequency voice band portion of the circuit is routed back to the BellSouth switch. The high frequency digital traffic portion of the circuit is routed to the xDSL equipment in the CUSTOMER's RT collocation space and routed back to the CUSTOMER's network. CUSTOMER shall purchase ports on the splitter in increments of 24 ports.
- 11.10.3 BellSouth will install the splitter in (i) a common area close to CUSTOMER's collocation area, if possible; or (ii) in a BellSouth relay rack as close to CUSTOMER's DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the remote site in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified CUSTOMER DS0 at such time that a CUSTOMER End User's service is established.
- 11.11 CLEC Owned Splitter
 - 11.11.1 CUSTOMER may at its option purchase, install and maintain splitters in its collocation arrangements. CUSTOMER may use such splitters for access to its End Users and to provide digital line subscriber services to its End Users using the High Frequency Spectrum. CUSTOMER will be required to activate cable pairs in no less than eight (8) pair increments.
 - 11.11.2 Any splitters installed by CUSTOMER in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. CUSTOMER may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 11.12 Ordering
 - 11.12.1 CUSTOMER shall use BellSouth's Remote Splitter Ordering Document (RSOD) to order and activate splitters from BellSouth or to activate CLEC owned splitters at an RT for use with High Frequency Spectrum.
 - 11.12.2 BellSouth will provide CUSTOMER the LSR format to be used when ordering the High Frequency Spectrum.
- 11.13 Maintenance and Repair
 - 11.13.1 BellSouth will be responsible for repairing voice services and the physical line between the NID at the End User's premises and the termination point. CUSTOMER will be responsible for repairing its data services on the high

frequency portion of the loop. Each Party will be responsible for maintaining its own equipment.

- 11.13.2 CUSTOMER shall inform its End Users to direct data problems to CUSTOMER, unless both voice and data services are impaired, in which event the End User should call BellSouth.
- 11.13.3 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the loop.
- 11.13.4 If CUSTOMER reports a trouble on a loop on which it is purchasing Line Sharing and BellSouth determines that no trouble exists on the loop, BellSouth will charge CUSTOMER 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.
- 11.13.5 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 CUSTOMER, BellSouth will notify CUSTOMER and bill CUSTOMER the rates charged for no trouble found (NTF) as set forth in Exhibit A of this Attachment..

12. Central Office Sync Test (COST)

- 12.1 This Service is only available where CUSTOMER has Central Office Based Line Sharing or Central Office Based Line Splitting arrangements in effect.
- 12.2 COST is an ADSL sync test to test the CUSTOMER data signal with the CUSTOMER DSLAM in the BellSouth Central Office (CO) where the CUSTOMER DSLAM is collocated. COST is only available in conjunction with a CUSTOMER initiated Central Office Based Line Sharing or Central Office Based Line Splitting (Shared Loop) trouble ticket. Prior to CUSTOMER submitting a Shared Loop trouble ticket, CUSTOMER warrants that CUSTOMER has performed all tier 1 trouble determination and trouble isolation procedures. The BellSouth CO technician shall perform the sync test using existing ADSL sync test equipment. COST will originate from the protector block in the CO and test for sync with the CUSTOMER DSLAM located in the CUSTOMER collocation area. If sync does occur, the wiring for the high frequency spectrum is correct and CUSTOMER's DSLAM is working properly. If the BellSouth CO technician is unable to sync with the DSLAM from the protector block, the technician will then test from the CUSTOMER demarcation point where the CUSTOMER cable terminates. COST is considered complete when the technician is able to sync, or after the sync test has been performed from both locations, whichever occurs first.
- 12.3 Availability

- 12.3.1 BellSouth shall have no obligation to provide COST except for Shared Loop arrangements in effect at the time of ordering COST.
- 12.3.2 COST is only available in conjunction with a CUSTOMER initiated Shared Loop trouble ticket.
- 12.3.3 COST is only available in BellSouth COs and only those BellSouth COs where standard BellSouth ADSL test equipment is available and in working order. At the time CUSTOMER requests COST, the technician will be able to advise CUSTOMER of the availability of the appropriate test equipment at that specific CO.
- 12.3.4 COST is only designed for, and effective with, CUSTOMER DSLAM equipment compatible with BellSouth ADSL test equipment. BellSouth shall publish the generic specifications of its test equipment on the BellSouth Interconnection Web site: http://www.interconnection.bellsouth.com/markets/lec/line_sharing_collab/index.html
- 12.3.5 CUSTOMER is responsible to ensure the compatibility of the BellSouth ADSL test equipment with CUSTOMER's equipment. The technical specifications of the BellSouth ADSL test equipment will be available on the BellSouth Interconnection Website.
- 12.3.6 CUSTOMER warrants that at the time of placing an order for COST, CUSTOMER has an active and valid C07 CABS billing account established with BellSouth.
- 12.4 Testing Process
- 12.4.1 BellSouth may require a CUSTOMER representative on the phone when BellSouth performs COST.
- 12.4.2 The initial sync test is performed at the CO protector block.
- 12.4.3 If the initial sync test determines that the CUSTOMER signal syncs with the CUSTOMER DSLAM ("Positive Test Result") at the CO protector frame, the operation of the BellSouth CO (including the wiring for the high frequency spectrum) and CUSTOMER facilities are verified as operating properly. CUSTOMER will be given the opportunity to close the trouble ticket or have the trouble Dispatched Out of the CO to the field.
- 12.4.4 If there is a sync failure at the CO protector frame, a second Sync Test will be performed at the CUSTOMER demarcation point to isolate the cause of the sync failure to the BellSouth CO facilities or to CUSTOMER collocation space.
- 12.4.5 If the trouble is isolated to the CUSTOMER collocation space, the trouble ticket will be closed. CUSTOMER may request that the CO technician remain on the phone line for a period not to exceed ten (10) minutes for each COST ordered

while <CUSTOMER performs corrective action and perform an additional COST to validate CUSTOMER corrective action, however this will result in a second COST charge billed to CUSTOMER.

- 12.4.6 If the trouble is isolated to the BellSouth CO facilities, the CO technician corrects the trouble, informs CUSTOMER and verifies the fix by running a validation sync test with the CUSTOMER representative.
- 12.4.7 As described in this section, each COST consists of an initial sync test at the protector frame; and if the result shows that the sync test fails, an additional sync from the CUSTOMER demarcation point will be performed. No other tests and/or additional sync tests are included in the price of COST.
- 12.4.8 COST is considered complete when the technician is able to sync, or after the sync test has been performed from both locations, whichever occurs first.
- 12.5 To Request COST
 - 12.5.1 CUSTOMER warrants that prior to submitting a Shared Loop trouble ticket it has fully performed all reasonable tier 1 trouble determination and trouble isolation procedures.
 - 12.5.2 CUSTOMER may request COST only when the BellSouth CO Technician is on the phone with CUSTOMER closing out the CUSTOMER initiated Line Sharing and/or Line Splitting trouble ticket.
 - 12.5.3 Should the original trouble ticket be in a "closed" status and CUSTOMER desire another COST, CUSTOMER will need to submit a new Shared Loop trouble ticket. The submission of a subsequent Shared Loop trouble ticket may result in No Trouble Found charges in addition to the charges for COST.
- 12.7 Pricing
 - 12.7.1 Verbal authorization as described in Section 12.5 above shall authorize billing.
 - 12.7.2 CUSTOMER may request multiple COSTS in a single telephone contact and shall be obligated to pay appropriate COST charges for each COST requested. Rates for COST are set forth in Exhibit A of this Attachment.
- 12.8 Independent contractor
 - 12.8.1 BellSouth shall perform all work in connection with the services described herein as an independent contractor and not as the agent or employee of CUSTOMER. All persons furnished by BellSouth shall be for all purposes solely BellSouth's employees or agents and shall not be deemed to be employees of CUSTOMER for any purpose whatsoever. BellSouth shall furnish, employ and have exclusive control of all persons engaged in performing services under this Agreement and

shall prescribe and control the means and methods of performing such services by providing adequate and proper supervision. BellSouth shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages, and payment of taxes such as employment, social security and other payroll taxes, including applicable contributions from such person(s) when required by law.

- 12.9.1 BellSouth Warranty. BellSouth warrants that the services provided by it hereunder will be of a professional quality conforming to generally accepted industry standards and practices. For any breach of the foregoing warranty, CUSTOMER remedy shall be the reperformance of the services. In order to receive relief under this subparagraph 8.2, any breach of the warranty must be reported to BellSouth in writing within ninety (90) days of completion of the defective or deficient services.

13. Call Related Databases

- 13.1 Call related databases provided under this Agreement shall only be provided with wholesale local circuit switching pursuant to the terms and conditions herein and at the rates set forth in Exhibit A of this Attachment. Database services that are not available pursuant to this Agreement may be available at the rates, terms and conditions set forth in BellSouth's tariffs.
- 13.2 Access to any call-related database requires CUSTOMER to purchase links to BellSouth's Service Control Points (SCPs) from applicable BellSouth tariffs.
- 13.3 Automatic Location Identification/Data Management System (ALI/DMS) Database-911/E911 Services
- 13.3.1 Basic 911 Services (911) and Enhanced 911 Services (E911) route 911 calls from within the BellSouth Network. BellSouth shall provide 911 and E911 capability for each End User of CUSTOMER's Wholesale Switch Port Services and Wholesale Local Platform Services in accordance with the provisions below where BellSouth is the 911 or E911 provider.
- 13.3.2 911 provides routing of a 911 call to a centralized answering location designated by the PSAP. The End User verbally relays the emergency information to the centralized answering location.
- 13.3.3 E911, through the ALI/DMS database, routes the call to the appropriate PSAP and displays to the PSAP the address associated with the End User's telephone number.
- 13.3.4 CUSTOMER shall be responsible for providing complete and accurate End User information to BellSouth via LSRs. BellSouth shall use such information to populate and update the ALI/DMS database at no additional charge to CUSTOMER.

- 13.3.5 CUSTOMER is responsible for paying all 911 or E911 surcharges to the applicable governmental agency, and BellSouth will not bill CUSTOMER for such 911 or E911 surcharges.
- 13.4 BellSouth's Calling Name (CNAM) Database Services
- 13.4.1 BellSouth's CNAM database Services provide the ability to associate a name with the calling party's number for any name and number stored in the BellSouth CNAM database, allowing the End User (to which a call is being terminated and which subscribes to the necessary services) to view the calling party's name before the call is answered.
- 13.4.2 CUSTOMER's End Users' names and numbers related to DS0 Wholesale Switch Port Services and DS0 Wholesale Local Platform Services shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.
- 13.4.3 For each CUSTOMER End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM database, or, subject to Section 13.4.2 above, to a third party calling name database, to provide calling name information, if available, to CUSTOMER's End User. CUSTOMER shall pay the rates set forth in Exhibit A of this Attachment, on a per query basis, for each query to the BellSouth CNAM database. In addition, CUSTOMER shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of CUSTOMER's End Users.
- 13.5 BellSouth's Line Information Database (LIDB) Storage
- 13.5.1 The LIDB stores current information on working telephone numbers and billing account numbers. LIDB data is used by providers of Telecommunications Services to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls, to screen out attempts to bill calls to payphones, for billing and for fraud prevention.
- 13.5.2 Where CUSTOMER purchases Wholesale Switch Port Services or Wholesale Local Platform Services, BellSouth shall utilize BellSouth's service order generated from CUSTOMER's LSR to populate LIDB with CUSTOMER's End User information. BellSouth provides access to information in its LIDB, including

CUSTOMER End User information, to various providers of Telecommunications Services via queries to LIDB pursuant to tariffs. Information stored for CUSTOMER, pursuant to this Agreement, shall be available to those Telecommunications Service providers.

- 13.5.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of CUSTOMER data to the LIDB (e.g., calling card deactivation).
- 13.5.2.2 BellSouth shall provide priority updates to LIDB for CUSTOMER data upon CUSTOMER's request (e.g., to support fraud detection), via password protected telephone card, facsimile, or electronic mail.
- 13.5.2.3 BellSouth shall perform periodic backup and recovery of all of CUSTOMER's data in LIDB.
- 13.5.3 Responsibilities of the Parties
 - 13.5.3.1 BellSouth will administer the data provided by CUSTOMER pursuant to this Agreement in the same manner as BellSouth administers its own data.
 - 13.5.3.2 CUSTOMER is responsible for the completeness and accuracy of the data being provided to BellSouth.
 - 13.5.3.3 Other LIDB services, such as transport services or LIDB query services, are available pursuant to BellSouth's tariffs.
- 13.5.4 Fees for Service and Taxes
 - 13.5.4.1 CUSTOMER will not be charged a fee for LIDB storage Services provided by BellSouth to CUSTOMER pursuant to this Agreement.
 - 13.5.4.2 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 CUSTOMER.
- 13.5.5 Billing and Collection Customers
 - 13.5.5.1 BellSouth currently has in effect billing and collection ("B&C") agreements with various interexchange carriers and billing clearinghouses ("B&C Customers") that query BellSouth's LIDB to determine whether to accept various billing options from BellSouth's End Users.
 - 13.5.5.2 BellSouth will identify CUSTOMER's End User originated long distance charges and upon receipt of charges applicable to CUSTOMER's End Users, BellSouth

will reject those charges as not covered by the existing B&C agreement with the B&C Customers.

13.5.5.3 BellSouth shall have no obligation to become involved in or provide any information relating to any billing disputes between CUSTOMER and the B&C Customers. It shall be the responsibility of CUSTOMER and the B&C Customers to negotiate and arrange for any appropriate adjustments.

13.6 Local Number Portability (LNP)

13.6.1 LNP will be provided in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora, and CUSTOMER will work cooperatively with BellSouth to implement any LNP changes.

13.6.2 When CUSTOMER submits an LSR for Services, if the telephone number associated with the Services requested resides in a switch other than BellSouth's, then BellSouth will submit an LNP LSR to the appropriate switch owner. CUSTOMER shall be responsible for reimbursing BellSouth for any costs or charges imposed on BellSouth by the switch owner resulting from the submission of the LNP LSR. In addition, CUSTOMER shall pay to BellSouth the manual service order charges specified in Exhibit A of Attachment 1 of this Agreement for BellSouth's creation and submission of the LNP LSR to the appropriate switch owner.

13.6.3 For each Wholesale Switch Port Service or Wholesale Local Platform Service purchased hereunder, CUSTOMER shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1.

13.6.4 Working telephone numbers, telephone numbers for which payment has been made to reserve and telephone numbers that are in a denied state (but not disconnected) or suspended status may be subject to porting.

13.6.5 Toll Free Dialing Ten Digit Screening Service

13.6.6 Toll Free Dialing Ten Digit Screening Service through BellSouth's 8xx database in association with Services provided hereunder shall be subject to the rates, terms and conditions set forth in the BellSouth tariff.

14. Access To Numbers

14.1 Where BellSouth provides Wholesale Switch Port Service or Wholesale Local Platform Services to CUSTOMER, BellSouth will provide CUSTOMER with online access to available telephone numbers as defined by, and in accordance with, applicable FCC rules and regulations on a first come first served basis. CUSTOMER may designate up to a forecasted six (6) months supply of available

numbers as intermediate (an available number provided to CUSTOMER) telephone numbers per rate center if the following conditions are met:

- 14.1.1 CUSTOMER must: (1) indicate that all of the intermediate numbers currently held by CUSTOMER in each rate center where CUSTOMER will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where CUSTOMER will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by CUSTOMER in the rate center where CUSTOMER is requesting telephone numbers has reached at least 70%. The above information will be provided by CUSTOMER by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" ("MTE Worksheet"), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where CUSTOMER will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by CUSTOMER to End Users by the total number of intermediate numbers held by CUSTOMER in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at 75% (Part F of the MTE Worksheet).
- 14.1.2 If fulfilling CUSTOMER's request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either the North American Numbering Plan Administration (NANPA) CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy CUSTOMER's request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy CUSTOMER's request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by CUSTOMER for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.
- 14.1.3 CUSTOMER agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 7.1.2 above.
- 14.1.4 CUSTOMER acknowledges that there may be instances where there is an industry shortage of available telephone numbers in the Numbering Plan Area (NPA). These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, BellSouth may request that

CUSTOMER cancel all or a portion of its unassigned intermediate numbers.
CUSTOMER's consent to BellSouth's request shall not be unreasonably withheld.

15. Optional Daily Usage File

- 15.1 Upon written request from CUSTOMER, BellSouth will provide the Optional Daily Usage File (ODUF) Services to CUSTOMER pursuant to the terms and conditions set forth in this section.
- 15.2 CUSTOMER shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 15.3 The ODUF feed provides CUSTOMER messages, associated with Wholesale Switch Port Services and Wholesale Local Platform Services that CUSTOMER has purchased from BellSouth that were carried over the BellSouth network and processed by BellSouth for CUSTOMER.
- 15.4 Charges for the ODUF Service will appear on CUSTOMER's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit A to this Attachment.
- 15.5 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.
- 15.6 Messages that error in the billing system of CUSTOMER will be the responsibility of CUSTOMER. If, however, CUSTOMER should encounter significant volumes of errored messages that prevent processing by CUSTOMER within its systems, BellSouth will work with CUSTOMER to determine the source of the errors and the appropriate resolution.
- 15.7 ODUF Specifications
 - 15.7.1 ODUF Messages to be Transmitted
 - 15.7.1.1 The following messages recorded by BellSouth will be transmitted to CUSTOMER:
 - 15.7.1.1.1 Message recording for per use/per activation type services (examples: Three-Way Calling, Verify, Interrupt, Call Return, etc.)
 - 15.7.1.1.2 Measured local calls
 - 15.7.1.1.3 Directory Assistance messages
 - 15.7.1.1.4 IntraLATA Toll

- 15.7.1.1.5 WATS and 800 Service
- 15.7.1.1.6 N11
- 15.7.1.1.7 Information Service Provider Messages
- 15.7.1.1.8 Operator Services Messages
- 15.7.1.1.9 Operator Services Message Attempted Calls
- 15.7.1.1.10 Credit/Cancel Records
- 15.7.1.1.11 Usage for Mail Message Service
- 15.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) also appear on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 15.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to CUSTOMER.
- 15.7.1.4 In the event that CUSTOMER detects a duplicate on ODUF they receive from BellSouth, CUSTOMER will drop the duplicate message and will not return the duplicate to BellSouth.
- 15.7.2 ODUF Physical File Characteristics
 - 15.7.2.1 ODUF will be distributed to CUSTOMER via Secure File Transfer Protocol (FTP). 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. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the CUSTOMER to CONNECT:Direct file delivery.
 - 15.7.2.2 If the CUSTOMER is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between BellSouth and CUSTOMER for the purpose of data transmission. Where a dedicated line is required, CUSTOMER will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CUSTOMER 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 messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be CUSTOMER's responsibility. 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 CUSTOMER. Additionally, all message toll charges associated with the use of the dial circuit by CUSTOMER will be the responsibility of CUSTOMER. 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 CUSTOMER's end for the purpose of data transmission will be the responsibility of CUSTOMER.

- 15.7.2.3 If CUSTOMER utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of CUSTOMER.
- 15.7.3 ODUF Packing Specifications
 - 15.7.3.1 The data will be packed using ATIS EMI records. 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.
 - 15.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CUSTOMER which BellSouth RAO is sending the message. BellSouth and CUSTOMER will use the invoice sequencing to control data exchange. CUSTOMER will notify BellSouth of sequence failures identified by CUSTOMER and BellSouth will resend the data as appropriate.
- 15.7.4 ODUF Pack Rejection
 - 15.7.4.1 CUSTOMER 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 (e.g. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. CUSTOMER will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CUSTOMER by BellSouth.
- 15.7.5 ODUF Control Data
 - 15.7.5.1 CUSTOMER will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CUSTOMER's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CUSTOMER for reasons stated in the above section.
- 15.7.6 ODUF Testing
 - 15.7.6.1 Upon request from CUSTOMER, BellSouth shall send ODUF test files to CUSTOMER. The Parties agree to review and discuss the ODUF content and/or

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

16 Access Daily Usage File

- 16.1 Upon written request from CUSTOMER, BellSouth will provide the Access Daily Usage File (ADUF) Services to CUSTOMER pursuant to the terms and conditions set forth in this section.
- 16.2 CUSTOMER shall furnish all relevant information required by BellSouth for the provision of ADUF Services.
- 16.3 The ADUF provides CUSTOMER originating and terminating access and third party messages associated with Wholesale Switch Port Services and Wholesale Local Platform Services that CUSTOMER has purchased from BellSouth.
- 16.4 Charges for ADUF Services will appear on CUSTOMER's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit A to this Attachment.
- 16.5 Messages that error in the billing system of CUSTOMER will be the responsibility of CUSTOMER. If, however, CUSTOMER should encounter significant volumes of errored messages that prevent processing by CUSTOMER within its systems, BellSouth will work with CUSTOMER to determine the source of the errors and the appropriate resolution.
- 16.6 ADUF Messages to be Transmitted
 - 16.6.1 The following messages recorded by BellSouth will be transmitted to CUSTOMER:
 - 16.6.2 Recorded originating and terminating interstate and intrastate access records associated with Wholesale Switch Port Services and Wholesale Local Platform Services.
 - 16.6.3 Recorded terminating access records for undetermined jurisdiction access records associated with Wholesale Switch Port Services and Wholesale Local Platform Services.
 - 16.6.4 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to CUSTOMER.

- 16.6.5 In the event that CUSTOMER detects a duplicate on ADUF they receive from BellSouth, CUSTOMER will drop the duplicate message and will not return the duplicate to BellSouth.
- 16.6.3 ADUF Physical File Characteristics
- 16.6.3.1 ADUF will be distributed to CUSTOMER via Secure FTP Mailbox. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 bytes). 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. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the CUSTOMER to CONNECT:Direct file delivery.
- 16.6.3.2 If the CUSTOMER is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between BellSouth and CUSTOMER for the purpose of data transmission. Where a dedicated line is required, CUSTOMER will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CUSTOMER 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 messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be CUSTOMER's responsibility. 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 CUSTOMER. Additionally, all message toll charges associated with the use of the dial circuit by CUSTOMER will be the responsibility of CUSTOMER. 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 CUSTOMER's end for the purpose of data transmission will be the responsibility of CUSTOMER.
- 16.6.3.3 If CUSTOMER utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of CUSTOMER.
- 16.6.4 ADUF Packing Specifications
- 16.6.4.1 The data will be packed using ATIS EMI records. 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.
- 16.6.4.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CUSTOMER which BellSouth RAO is sending the message. BellSouth and CUSTOMER will use the invoice sequencing

to control data exchange. CUSTOMER will notify BellSouth of sequence failures identified by CUSTOMER and BellSouth will resend the data as appropriate.

16.6.5 ADUF.Pack Rejection

16.6.5.1 CUSTOMER 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 (e.g. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. CUSTOMER will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CUSTOMER by BellSouth.

16.6.6 ADUF Control Data

16.6.6.1 CUSTOMER will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CUSTOMER's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CUSTOMER for reasons stated in the above section.

16.6.7 ADUF Testing

16.6.7.1 Upon request from CUSTOMER, BellSouth shall send a test file of generic data to CUSTOMER via CONNECT:Direct or Text File via e-mail. The Parties agree to review and discuss the test file's content and/or format.

17 CMDS Utilizing RAO Hosting

17.1 Definitions

17.1.1 Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies (Telcordia) used to transmit alternately billed calls (e.g., calling card, third number and collect) from the Earning Company, as defined below, to the Billing Company, as defined below, to permit the Earning Company and the Billing Company to receive appropriate compensation. CMDS is also used to transmit access records and local interconnection records recorded by BellSouth, as a tandem provider, to facility based CLECs with interconnection to the BellSouth tandems. In some cases, CMDS is also used to transmit to BellSouth access records and local interconnection records recorded by other RBOCs for delivery to facility based CLECs for whom BellSouth acts as a Host, defined below.

17.1.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host

companies (“Host”) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center (“Indirect Participants”).

- 17.1.3 Revenue Accounting Office (RAO) Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant’s provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Calling Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.
- 17.1.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company’s (RBOC) territory, as defined at Divestiture, and bill in another RBOC’s territory. CATS calculates the amounts due to Earning Companies (i.e. billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User’s bill is the Billing Company.
- 17.1.5 The NICS System is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two different local exchange carriers (LEC) within a single Direct Participant’s territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within BellSouth’s territory.
- 17.1.6 Upon CUSTOMER’s request, BellSouth, as a Direct Participant, shall provide RAO Hosting Services to CUSTOMER, as an Indirect Participant, as set forth herein.
- 17.1.7 Where CUSTOMER selects BellSouth as its RAO Host for the delivery of access records and Intercompany Settlements messages, CUSTOMER must request that BellSouth establish a unique hosted RAO code for CUSTOMER. 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 to by the Parties.
- 17.1.8 BellSouth will record CUSTOMER’s End User messages and forward such messages to CUSTOMER via the ODUF in Exchange Message Interface (EMI) format. CUSTOMER must rate the messages and forward them to BellSouth, as its RAO Host, for distribution to the Billing Company via CMDS. BellSouth will deliver such messages for CUSTOMER through CMDS and will bill CUSTOMER

for CMDS on a per message basis as set forth in Exhibit A of this Attachment. CUSTOMER must follow all Telcordia message exchange standards to send and receive the above referenced NICS and CATS settlements.

- 17.1.9 BellSouth will receive messages from CUSTOMER that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. CUSTOMER must send all messages to BellSouth no later than eighty nine (89) days after the message date or Telcordia will reject the entire pack.
- 17.1.10 RAO Hosting, CATS and NICS Services provided to CUSTOMER 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.
- 17.1.11 CUSTOMER shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 17.1.12 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 CUSTOMER. All messages and related data exchanged between BellSouth and CUSTOMER will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 17.1.13 All data received from CUSTOMER 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.
- 17.1.14 All data received from CUSTOMER 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, currently Telcordia.
- 17.1.15 BellSouth will receive messages from the CMDS network that are destined to be processed by CUSTOMER and will forward them to CUSTOMER on a daily basis for processing.
- 17.1.16 CMDS data between BellSouth and CUSTOMER will be distributed via Secure FTP Mailbox. 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. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move CUSTOMER to CONNECT:Direct file delivery.
- 17.1.17 If CUSTOMER is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between BellSouth and CUSTOMER for the purpose of data

transmission when utilizing CONNECT:Direct. Where a dedicated line is required, CUSTOMER will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CUSTOMER 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. Any costs incurred for such equipment will be CUSTOMER's responsibility. 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 CUSTOMER. Additionally, all message toll charges associated with the use of the dial circuit by CUSTOMER will be the responsibility of CUSTOMER. 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 CUSTOMER end for the purpose of data transmission will be the responsibility of CUSTOMER.

- 17.1.18 If CUSTOMER utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of CUSTOMER.
- 17.1.19 CUSTOMER 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.
- 17.1.20 In the event that data to be exchanged between CUSTOMER and BellSouth via CMDS should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. Should an error be detected by the EMI format edits performed by BellSouth on data received from CUSTOMER, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify CUSTOMER of the error. CUSTOMER 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, CUSTOMER will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 17.1.21 Intercompany Settlements Messages
- 17.1.22 BellSouth will receive the monthly NICS and CATS reports from Telcordia on behalf of CUSTOMER and will distribute copies of these reports to CUSTOMER on a monthly basis.
- 17.1.23 Through CATS BellSouth will collect the revenue earned by CUSTOMER from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of CUSTOMER. BellSouth will remit the revenue billed by CUSTOMER to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents

(\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of CUSTOMER. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to CUSTOMER via a Carrier Access Billing System (CABS) miscellaneous bill on a monthly basis in arrears.

17.1.24 Through NICS BellSouth will collect the revenue earned by CUSTOMER within the BellSouth territory from another LEC 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 CUSTOMER. BellSouth will remit the revenue billed by CUSTOMER within the BellSouth region to the LEC 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 CUSTOMER via a CABS miscellaneous bill on a monthly basis in arrears.

17.1.25 BellSouth and CUSTOMER agree that monthly-netted amounts of less than fifty dollars (\$50.00) will not be settled.

18. Rates for ODUF, ADUF and CMDS

18.1 For ODUF, ADUF and CMDS rates are as set forth in Exhibit A to this Attachment.

Services - Florida		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS					Rec	Nonrecurring		Nonrecurring Disconnect					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE														
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.														
				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	0.00	0.00	0.00					
ORDER MODIFICATION CHARGE														
				Order Modification Charge (OMC)		26.21	0.00	0.00	0.00					
				Order Modification Additional Dispatch Charge (OMCAD)		150.00	0.00	0.00	0.00					
LOCAL SERVICE REQUEST (LSR) ORDERING CHARGE														
				Electronic Service Order Charge, Per Local Service Request (LSR)	SOME C	3.50	0.00	3.50	0.00					
				Manual Service Order Charge, Per Local Service Request (LSR)	SOMAN	11.90	0.00	1.83	0.00					
LINE INFORMATION DATA BASE ACCESS (LIDB)														
				LIDB Common Transport Per Query		0.0003								
				LIDB Validation Per Query	OQV	BHML1	0.035378							
				LIDB Originating Point Code Establishment or Change	OQV	NRBPX	91.00	55.13	55.13	55.13				
BRANDING - DIRECTORY ASSISTANCE														
Facility Based CLEC														
				Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA	3,000.00	3,000.00						
				Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC	1,170.00	1,170.00						
Wholesale CLEC														
				Recording of DA Custom Branded Announcement			3,000.00	3,000.00						
				Loading of DA Custom Branded Announcement per Switch per OCN			1,170.00	1,170.00						
Unbranding via OLNS for Wholesale CLEC														
				Loading of DA per OCN (1 OCN per Order)			420.00	420.00						
				Loading of DA per Switch per OCN			16.00	16.00						
DIRECTORY ASSISTANCE SERVICES														

Services - Florida						Attachment: 1		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 First							Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	OSS Rates(\$)									
														SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN							
DIRECTORY ASSISTANCE ACCESS SERVICE																										
Directory Assistance Access Service Calls, Charge Per Call														0.275												
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																										
Directory Assistance Call Completion Access Service (DACC), Per Call Attempt														0.10												
BRANDING - OPERATOR CALL PROCESSING																										
Facility based CLEC																										
Recording of Custom Branded OA Announcement																	AMT	CBAOS	7,000.00	7,000.00						
Loading of Custom Branded OA Announcement per shelf/NAV per OCN																	AMT	CBAOL	500.00	500.00						
Wholesale CLEC																										
Recording of Custom Branded OA Announcement																			7,000.00	7,000.00						
Loading of Custom Branded OA Announcement per shelf/NAV per OCN																			500.00	500.00						
Unbranding via OLNS for Wholesale CLEC																										
Loading of OA per OCN (Regional)																			1,200.00	1,200.00						
INWARD OPERATOR SERVICES																										
Inward Operator Services - Verification, Per Call														1.00												
Inward Operator Services - Verification and Emergency Interrupt - Per Call														1.95												
OPERATOR CALL PROCESSING																										
Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB														1.20												
Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB														1.24												
Oper. Call Processing - Fully Automated, per Call - Using BST LIDB														0.20												
Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB														0.20												
CALLING NAME (CNAM) SERVICE																										
CNAM For DB Owners - Service Establishment														25.35	25.35	19.01	19.01									
CNAM For Non DB Owners - Service Establishment														25.35	25.35	19.01	19.01									
CNAM For DB Owners - Service Provisioning With Point Code Establishment														1,592.00	1,177.00	352.36	259.09									
CNAM For Non DB Owners - Service Provisioning With Point Code Establishment														546.51	393.82	358.06	259.09									
CNAM for DB Owners, Per Query														0.008												
CNAM for Non DB Owners, Per Query														0.008												
DS0 WHOLESALE LOCAL SWITCHING PORTS - ENTERPRISE - MB																										
The following Enterprise rates shall apply to the elements indicated accordance with the following criteria:																										
> DS0 Wholesale Local Platform Services that are currently existing at the end-user premises or New Installs in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines. The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville). These Enterprise Rates will be effective from 7/1/2004 through 12/31/2004.																										
> Effective 1/1/2005 DS0 Wholesale Local Platform Service Enterprise Rates will be applicable in every end-user premises with 4 or more DS0 equivalents in every state and every MSA in the BellSouth Region.																										
> In the DS0 Wholesale Local Platform and Switch Port Enterprise Market Rate scenarios, BellSouth shall bill the Mass Market Rate and reserves the right to backbill the difference between the two rates.																										
> For New Install scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Existing Platform scenarios, the Nonrecurring charges are listed in the NRC - Conversions section. Additional NRCs may apply also and are categorized accordingly.																										
> End Office and Tandem Switching Usage and Wholesale Common Transport Usage rates in the Port section of this rate exhibit shall apply to the Wholesale Access Line Service except for the Coin Service which has a flat rate usage charge (USOC: URECU).																										
DS0 WHOLESALE LOCAL SWITCHING PORTS - ENTERPRISE (Res)																										
Effective Date 1/1/2005																										
Exchange Ports - 2-Wire Analog Line Port- Res.(E:1/1/2005)														UEPSR	UEPRL	11.40	31.27	9.38								
Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.(E:1/1/2005)														UEPSR	UEPRC	11.40	31.27	9.38								
Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.(E:1/1/2005)														UEPSR	UEPRO	11.40	31.27	9.38								
Exchange Ports - 2-Wire VG Florida area calling with Caller ID - Res.(E:1/1/2005)														UEPSR	UEPAF	1.40	31.27	9.38								
Exchange Ports - 2-Wire VG Florida Residence Area Calling Plan, without Caller ID capability (E:1/1/2005)														UEPSR	UEPA9	1.40	31.27	9.38								

Services - Florida										Attachment: 1		Exhibit: A		
RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMA N	SOMA N	SOMA N	SOMA N
Exchange Ports - 2-Wire VG Florida extended dialing port for use with CREX7 and Caller ID (E:1/1/2005)			UEPSR	UEPA1	1.40	31.27	9.38							
Exchange Ports - 2-Wire VG Florida extended dialing port for use with CREX7, without Caller ID capability (E:1/1/2005)			UEPSR	UEPA8	1.40	31.27	9.38							
Exchange Ports - 2-Wire VG res, low usage line port with Caller ID (LUM) (E:1/1/2005)			UEPSR	UEPAP	1.40	31.27	9.38							
2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2005)			UEPSR	UEPRT	1.40	31.27	9.38							
Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00							
FEATURES														
All Available Vertical Features			UEPSR	UEPVF	2.26	0.00	0.00							
DS0 WHOLESALE LOCAL SWITCHING PORTS - ENTERPRISE (Bus)														
Effective Date 1/1/2005														
Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2005)			UEPSB	UEPBL	1.40	46.59	9.98							
Exchange Ports - 2-Wire VG Line Port with port with Caller+E484 ID - Bus.(E:1/1/2005)			UEPSB	UEPBC	1.40	46.59	9.98							
Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.(E:1/1/2005)			UEPSB	UEPBO	1.40	46.59	9.98							
Exchange Ports - 2-Wire VG incoming only port with Caller ID - Bus (E:1/1/2005)			UEPSB	UEPB1	1.40	46.59	9.98							
2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2005)			UEPSB	UEPBE	1.40	46.59	9.98							
Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00							
FEATURES														
All Available Vertical Features			UEPSB	UEPVF	2.26	0.00	0.00							
DS0 WHOLESALE LOCAL SWITCHING PORTS - ENTERPRISE (PBX)														
Effective Date 1/1/2005														
2-Wire VG 2-Way PBX Trunk - Res (E:1/1/2005)			UEPSE	UEPRD	1.40	46.59	9.98							
2-Wire VG Line Side 2-Way PBX Trunk - Bus (E:1/1/2005)			UEPSP	UEPPC	1.40	46.59	9.98							
2-Wire VG Line Side Outward PBX Trunk - Bus (E:1/1/2005)			UEPSP	UEPPO	1.40	46.59	9.98							
2-Wire VG Line Side Incoming PBX Trunk - Bus (E:1/1/2005)			UEPSP	UEPP1	1.40	46.59	9.98							
2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2005)			UEPSP	UEPLD	1.40	46.59	9.98							
2-Wire Voice PBX LD Terminal Ports (E:1/1/2005)			UEPSP	UEPLD	1.40	46.59	9.98							
2-Wire Vice 2-Way PBX Usage Port (E:1/1/2005)			UEPSP	UEPXA	1.40	46.59	9.98							
2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2005)			UEPSP	UEPXB	1.40	46.59	9.98							
2-Wire Voice PBX LD DDD Terminals Port (E:1/1/2005)			UEPSP	UEPXC	1.40	46.59	9.98							
2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2005)			UEPSP	UEPXD	1.40	46.59	9.98							
2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2005)			UEPSP	UEPXE	1.40	46.59	9.98							
2-Wire Voice 2-Way PBX Hotel/Hospital Economy Administrative Calling Port (E:1/1/2005)			UEPSP	UEPXL	1.40	46.59	9.98							
2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2005)			UEPSP	UEPXM	1.40	46.59	9.98							
2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port (E:1/1/2005)			UEPSP	UEPXO	1.40	46.59	9.98							
2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2005)			UEPSP	UEPXS	1.40	46.59	9.98							
Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00							
Features														
All Available Vertical Features			UEPSP	UEPSE	2.26	0.00	0.00							
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.														
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through New Business Request Process. Rates for the packet capabilities will be determined via the New Business Request Process.														
DS0 WHOLESALE LOCAL SWITCHING PORTS - MASS MARKET														
DS0 WHOLESALE LOCAL SWITCHING PORTS - MASS MARKET (Res)														
Effective 7/1/2004														
Exchange Ports - 2-Wire Analog Line Port- Res. (E:7/1/2004)			UEPSR	UEPRL	1.40	3.74	3.63	1.88	1.80					

Services - Florida														Attachment: 1		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)	
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res (E:7/1/2004)			UEPSR	UEPRC	1.40	3.74	3.63	1.88	1.80							
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:7/1/2004)			UEPSR	UEPRO	1.40	3.74	3.63	1.88	1.80							
	Exchange Ports - 2-Wire VG Florida area calling with Caller ID - Res. (E:7/1/2004)			UEPSR	UEPAF	1.40	3.74	3.63	1.88	1.80							
	Exchange Ports - 2-Wire VG Florida Residence Area Calling Plan, without Caller ID capability (E:7/1/2004)			UEPSR	UEPA9	1.40	3.74	3.63	1.88	1.80							
	Exchange Ports - 2-Wire VG Florida extended dialing port for use with CREX7 and Caller ID (E:7/1/2004)			UEPSR	UEPA1	1.40	3.74	3.63	1.88	1.80							
	Exchange Ports - 2-Wire VG Florida extended dialing port for use with CREX7, without Caller ID capability (E:7/1/2004)			UEPSR	UEPA8	1.40	3.74	3.63	1.88	1.80							
	Exchange Ports - 2-Wire VG res, low usage line port with Caller ID (LUM) (E:7/1/2004)			UEPSR	UEPAP	1.40	3.74	3.63	1.88	1.80							
	2-Wire voice Low Usage Line Port without Caller ID Capability (E:7/1/2004)			UEPSR	UEPRT	1.40	3.74	3.63	1.88	1.80							
DS0 WHOLESALE LOCAL SWITCHING PORTS - MASS MARKET (Res)																	
Effective 1/1/2005																	
	Exchange Ports - 2-Wire Analog Line Port- Res.(E:1/1/2005)			UEPSR	UEPRL	8.40	31.27	9.38									
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.(E:1/1/2005)			UEPSR	UEPRC	8.40	31.27	9.38									
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2005)			UEPSR	UEPRO	8.40	31.27	9.38									
	Exchange Ports - 2-Wire VG Florida area calling with Caller ID - Res. (E:1/1/2005)			UEPSR	UEPAF	8.40	31.27	9.38									
	Exchange Ports - 2-Wire VG Florida Residence Area Calling Plan, without Caller ID capability (E:1/1/2005)			UEPSR	UEPA9	8.40	31.27	9.38									
	Exchange Ports - 2-Wire VG Florida extended dialing port for use with CREX7 and Caller ID (E:1/1/2005)			UEPSR	UEPA1	8.40	31.27	9.38									
	Exchange Ports - 2-Wire VG Florida extended dialing port for use with CREX7, without Caller ID capability (E:1/1/2005)			UEPSR	UEPA8	8.40	31.27	9.38									
	Exchange Ports - 2-Wire VG res, low usage line port with Caller ID (LUM) (E:1/1/2005)			UEPSR	UEPAP	8.40	31.27	9.38									
	2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2005)			UEPSR	UEPRT	8.40	31.27	9.38									
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00									
FEATURES																	
	All Available Vertical Features			UEPSR	UEPVF	2.26	0.00	0.00									
DS0 WHOLESALE LOCAL SWITCHING PORTS - MASS MARKET (Bus)																	
Effective 7/1/2004																	
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:7/1/2004)			UEPSB	UEPBL	1.40	3.74	3.63	1.88	1.80							
	Exchange Ports - 2-Wire VG Line Port with port with Caller+E484 ID - Bus.(E:7/1/2004)			UEPSB	UEPBC	1.40	3.74	3.63	1.88	1.80							
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.(E:7/1/2004)			UEPSB	UEPBO	1.40	3.74	3.63	1.88	1.80							
	Exchange Ports - 2-Wire VG incoming only port with Caller ID - Bus (E:7/1/2004)			UEPSB	UEPB1	1.40	3.74	3.63	1.88	1.80							
	2-Wire voice Incoming Only Port without Caller ID Capability (E:7/1/2004)			UEPSB	UEPBE	1.40	3.74	3.63	1.88	1.80							
DS0 WHOLESALE LOCAL SWITCHING PORTS - MASS MARKET (Bus)																	
Effective 1/1/2005																	
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus (E:1/1/2005)			UEPSB	UEPBL	8.40	46.59	9.98									
	Exchange Ports - 2-Wire VG Line Port with port with Caller+E484 ID - Bus.(E:1/1/2005)			UEPSB	UEPBC	8.40	46.59	9.98									
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.(E:1/1/2005)			UEPSB	UEPBO	8.40	46.59	9.98									

Services - Florida										Attachment: 1		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire VG incoming only port with Caller ID - Bus (E:1/1/2005)			UEPSB	UEPB1	8.40	46.59	9.98							
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2005)			UEPSB	UEPBE	8.40	46.59	9.98							
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00							
FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	2.26	0.00	0.00							
DS0 WHOLESALE LOCAL SWITCHING PORTS - MASS MARKET (PBX)															
Effective 7/1/2004															
	2-Wire VG 2-Way PBX Trunk - Res (E:7/1/2004)			UEPSE	UEPRD	1.40	39.06	18.18	12.35	0.7187					
	2-Wire VG Line Side 2-Way PBX Trunk - Bus (E:7/1/2004)			UEPSP	UEPPC	1.40	39.06	18.18	12.35	0.7187					
	2-Wire VG Line Side Outward PBX Trunk - Bus (E:7/1/2004)			UEPSP	UEPPO	1.40	39.06	18.18	12.35	0.7187					
	2-Wire VG Line Side Incoming PBX Trunk - Bus (E:7/1/2004)			UEPSP	UEPP1	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:7/1/2004)			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice PBX LD Terminal Ports (E:7/1/2004)			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice 2-Way PBX Usage Port (E:7/1/2004)			UEPSP	UEPXA	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:7/1/2004)			UEPSP	UEPXB	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice PBX LD DDD Terminals Port (E:7/1/2004)			UEPSP	UEPXC	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice PBX LD Terminal Switchboard Port (E:7/1/2004)			UEPSP	UEPXD	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:7/1/2004)			UEPSP	UEPXE	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Administrative Calling Port (E:7/1/2004)			UEPSP	UEPXL	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:7/1/2004)			UEPSP	UEPXM	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port (E:7/1/2004)			UEPSP	UEPXO	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice 1-Way Outgoing PBX Measured Port (E:7/1/2004)			UEPSP	UEPXS	1.40	39.06	18.18	12.35	0.7187					
DS0 WHOLESALE LOCAL SWITCHING PORTS - MASS MARKET (PBX)															
Effective 1/1/2005															
	2-Wire VG 2-Way PBX Trunk - Res (E:1/1/2005)			UEPSE	UEPRD	8.40	46.59	9.98							
	2-Wire VG Line Side 2-Way PBX Trunk - Bus (E:1/1/2005)			UEPSP	UEPPC	8.40	46.59	9.98							
	2-Wire VG Line Side Outward PBX Trunk - Bus (E:1/1/2005)			UEPSP	UEPPO	8.40	46.59	9.98							
	2-Wire VG Line Side Incoming PBX Trunk - Bus (E:1/1/2005)			UEPSP	UEPP1	8.40	46.59	9.98							
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus (E:1/1/2005)			UEPSP	UEPLD	8.40	46.59	9.98							
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2005)			UEPSP	UEPLD	8.40	46.59	9.98							
	2-Wire Voice 2-Way PBX Usage Port (E:1/1/2005)			UEPSP	UEPXA	8.40	46.59	9.98							
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2005)			UEPSP	UEPXB	8.40	46.59	9.98							
	2-Wire Voice PBX LD DDD Terminals Port (E:1/1/2005)			UEPSP	UEPXC	8.40	46.59	9.98							
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2005)			UEPSP	UEPXD	8.40	46.59	9.98							
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2005)			UEPSP	UEPXE	8.40	46.59	9.98							
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Administrative Calling Port (E:1/1/2005)			UEPSP	UEPXL	8.40	46.59	9.98							
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port (E:1/1/2005)			UEPSP	UEPXM	8.40	46.59	9.98							
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port (E:1/1/2005)			UEPSP	UEPXO	8.40	46.59	9.98							
	2-Wire Voice 1-Way Outgoing PBX Measured Port (E:1/1/2005)			UEPSP	UEPXS	8.40	46.59	9.98							
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00							
FEATURES															
	All Available Vertical Features			UEPSP	UEPSE	2.26	0.00	0.00							
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through New Business Request Process. Rates for the packet capabilities will be determined via the New Business Request Process.															
WHOLESALE LOCAL CIRCUIT SWITCHING, PORT USAGE															

Services - Florida						Attachment: 1		Exhibit: A																						
CATEGORY	Interim	Zone	BCS	USOC	Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)																				
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN															
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																								
Melded Factor: 20.61% of the Tandem Rate																														
					Tandem Switching Function Per MOU (Melded)	0.000027185																								
					Tandem Trunk Port - Shared, Per MOU (Melded)	0.000048434																								
Wholesale Common Transport																														
					Common Transport - Per Mile, Per MOU	0.0000035																								
					Common Transport - Facilities Termination Per MOU	0.0004372																								
DS0 WHOLESale LOCAL PLATFORM SERVICE - ENTERPRISE - MB																														
The following Enterprise rates shall apply to the elements indicated accordance with the following criteria:																														
> DS0 Wholesale Local Platform Services that are currently existing at the end-user premises or New Installs in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines. The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville). These Enterprise Rates will be effective from 7/1/2004 through 12/31/2004.																														
> Effective 1/1/2005 DS0 Wholesale Local Platform Service Enterprise Rates will be applicable in every end-user premises with 4 or more DS0 equivalents in every state and every MSA in the BellSouth Region.																														
> In the DS0 Wholesale Local Platform and Switch Port Enterprise Market Rate scenarios, BellSouth shall bill the Mass Market Rate and reserves the right to backbill the difference between the two rates.																														
> For New Install scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Existing Platform scenarios, the Nonrecurring charges are listed in the NRC - Conversions section. Additional NRCs may apply also and are categorized accordingly.																														
> End Office and Tandem Switching Usage and Wholesale Common Transport Usage rates in the Port section of this rate exhibit shall apply to the Wholesale Access Line Service except for the Coin Service which has a flat rate usage charge (USOC: URECU).																														
DS0 WHOLESale LOCAL PLATFORM SERVICE (ENTERPRISE) (Residence)																														
DS0 Wholesale Local Platform Service Rates (Residence)																														
DS0 Loop Rates																														
					2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	9.77																					
					2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	13.88																					
					2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	24.63																					
2-Wire Voice Grade Line Port (Res) - Effective Date 7/1/2004																														
					2-Wire voice port - residence (E:7/1/2004)		UEPRX	UEPRL	14.00	90.00	90.00																			
					2-Wire voice port with Caller ID - res (E:7/1/2004)		UEPRX	UEPRC	14.00	90.00	90.00																			
					2-Wire voice port outgoing only - res (E:7/1/2004)		UEPRX	UEPRO	14.00	90.00	90.00																			
					2-Wire voice Florida Area Calling with Caller ID - res (E:7/1/2004)		UEPRX	UEPAF	14.00	90.00	90.00																			
					2-Wire voice res, low usage line port with Caller ID (E:7/1/2004)		UEPRX	UEPAP	14.00	90.00	90.00																			
					2-Wire voice Low Usage Line Port without Caller ID Capability (E:7/1/2004)		UEPRX	UEPRT	14.00	90.00	90.00																			
					2-Wire voice Florida extended dialing port for use with Caller ID (E:7/1/2004)		UEPRX	UEPA1	14.00	90.00	90.00																			
					2-Wire voice Florida extended dialing port without Caller ID capability (E:7/1/2004)		UEPRX	UEPA8	14.00	90.00	90.00																			
					2-Wire voice Florida Area Calling Port without Caller ID Capability (E:7/1/2004)		UEPRX	UEPA9	14.00	90.00	90.00																			
2-Wire Voice Grade Line Port (Res) Effective Date 1/1/2005																														
					2-Wire voice port - residence (E:1/1/2005)		UEPRX	UEPRL	11.17	31.27	9.38																			
					2-Wire voice port with Caller ID - res (E:1/1/2005)		UEPRX	UEPRC	11.17	31.27	9.38																			
					2-Wire voice port outgoing only - res (E:1/1/2005)		UEPRX	UEPRO	11.17	31.27	9.38																			
					2-Wire voice Florida Area Calling with Caller ID - res (E:1/1/2005)		UEPRX	UEPAF	11.17	31.27	9.38																			
					2-Wire voice res, low usage line port with Caller ID (E:1/1/2005)		UEPRX	UEPAP	11.17	31.27	9.38																			
					2-Wire voice Low Usage Line Port without Caller ID Capability (E:1/1/2005)		UEPRX	UEPRT	11.17	31.27	9.38																			
					2-Wire voice Florida extended dialing port for use with Caller ID (E:1/1/2005)		UEPRX	UEPA1	11.17	31.27	9.38																			
					2-Wire voice Florida extended dialing port without Caller ID capability (E:1/1/2005)		UEPRX	UEPA8	11.17	31.27	9.38																			

Services - Florida										Attachment: 1	Exhibit: A							
RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
												Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)	
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
2-Wire voice Florida Area Calling Port without Caller ID Capability (E:1/1/2005)			UEPRX	UEPA9	11.17			31.27	9.38									
FEATURES																		
All Features Offered (E:7/1/2004)			UEPRX	UEPVF	0.00													
All Features Offered (E:1/1/2005)			UEPRX	UEPVF	2.26													
NONRECURRING CHARGES - Conversions																		
2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:7/1/2004)			UEPRX	USAC2				41.50	41.50									
2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:7/1/2004)			UEPRX	USACC				41.50	41.50									
2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is (E:1/1/2005)			UEPRX	USAC2				10.00	10.00									
2-Wire Voice Grade Loop / Line Port Platform - Switch with change (E:1/1/2005)			UEPRX	USACC				10.00	10.00									
ADDITIONAL NRCs																		
NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent			UEPRX	USAS2				0.00	0.00									
Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRX	URETL				8.33	0.83									
OFF/ON PREMISES EXTENSION CHANNELS																		
2 Wire Analog Voice Grade Extension Loop - Non-Design		1	UEPRX	UEAEN	10.69			49.57	22.83									
2 Wire Analog Voice Grade Extension Loop - Non-Design		2	UEPRX	UEAEN	15.20			49.57	22.83									
2 Wire Analog Voice Grade Extension Loop - Non-Design		3	UEPRX	UEAEN	26.97			49.57	22.83									
2 Wire Analog Voice Grade Extension Loop - Design		1	UEPRX	UEAED	12.24			135.75	82.47									
2 Wire Analog Voice Grade Extension Loop - Design		2	UEPRX	UEAED	17.40			135.75	82.47									
2 Wire Analog Voice Grade Extension Loop - Design		3	UEPRX	UEAED	30.87			135.75	82.47									
INTEROFFICE TRANSPORT																		
Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRX	U1TV2	25.32			47.35	31.78									
Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRX	U1TM	0.0091			0.00	0.00									
DS0 WHOLESALE LOCAL PLATFORM SERVICE (ENTERPRISE) (Business)																		
DS0 Wholesale Local Platform Service Rates (Business)																		
DS0 Loop Rates																		
2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	9.77													
2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	13.88													
2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	24.63													
2-Wire Voice Grade Line Port (Bus) Effective Date 7/1/2004																		
2-Wire voice port without Caller ID - bus (E:7/1/2004)			UEPBX	UEPBL	14.00			90.00	90.00									
2-Wire voice port with Caller + E484 ID - bus (E:7/1/2004)			UEPBX	UEPBC	14.00			90.00	90.00									
2-Wire voice port outgoing only - bus (E:7/1/2004)			UEPBX	UEPBO	14.00			90.00	90.00									
2-Wire voice incoming only port with Caller ID - Bus (E:7/1/2004)			UEPBX	UEPB1	14.00			90.00	90.00									
2-Wire voice Incoming Only Port without Caller ID Capability (E:7/1/2004)			UEPBX	UEPBE	14.00			90.00	90.00									
2-Wire Voice Grade Line Port (Bus) Effective Date 1/1/2005																		
2-Wire voice port without Caller ID - bus (E:1/1/2005)			UEPBX	UEPBL	11.17			46.59	9.98									
2-Wire voice port with Caller + E484 ID - bus (E:1/1/2005)			UEPBX	UEPBC	11.17			46.59	9.98									
2-Wire voice port outgoing only - bus (E:1/1/2005)			UEPBX	UEPBO	11.17			46.59	9.98									
2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2005)			UEPBX	UEPB1	11.17			46.59	9.98									
2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2005)			UEPBX	UEPBE	11.17			46.59	9.98									
FEATURES																		
All Features Offered (E:7/1/2004)			UEPBX	UEPVF	0.00													
All Features Offered (E:1/1/2005)			UEPBX	UEPVF	2.26													
NONRECURRING CHARGES - Conversions																		
2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:7/1/2004)			UEPBX	USAC2				41.50	41.50									

Services - Florida										Attachment: 1	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	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:7/1/2004)			UEPBX	USACC	41.50	41.50								
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)			UEPBX	USAC2	10.00	10.00								
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)			UEPBX	USACC	10.00	10.00								
ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent			UEPBX	USAS2	0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL	8.33	0.83								
OFF/ON PREMISES EXTENSION CHANNELS															
	2 Wire Analog Voice Grade Extension Loop - Non-Design		1	UEPBX	UEAEN	10.69	49.57	22.83							
	2 Wire Analog Voice Grade Extension Loop - Non-Design		2	UEPBX	UEAEN	15.20	49.57	22.83							
	2 Wire Analog Voice Grade Extension Loop - Non-Design		3	UEPBX	UEAEN	26.97	49.57	22.83							
	2 Wire Analog Voice Grade Extension Loop - Design		1	UEPBX	UEAED	12.24	135.75	82.47							
	2 Wire Analog Voice Grade Extension Loop - Design		2	UEPBX	UEAED	17.40	135.75	82.47							
	2 Wire Analog Voice Grade Extension Loop - Design		3	UEPBX	UEAED	30.87	135.75	82.47							
INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	25.32	47.35	31.78							
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0.0091	0.00	0.00							
DSO WHOLESALE LOCAL PLATFORM SERVICE (ENTERPRISE) (Res-PBX)															
DSO Wholesale Local Platform Service Rates (Res-PBX)															
DSO Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	9.77									
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	13.88									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	24.63									
2-Wire Voice Grade Line Port Rates (RES - PBX) Effective Date 7/1/2004															
	2-Wire voice 2-Way PBX Trunk Port - Res (E:7/1/2004)			UEPRG	UEPRD	14.00	90.00	90.00							
2-Wire Voice Grade Line Port Rates (RES - PBX) Effective Date 1/1/2005															
	2-Wire voice 2-Way PBX Trunk Port - Res (E: 1/1/2005)			UEPRG	UEPRD	11.17	46.59	9.98							
FEATURES															
	All Features Offered (E:7/1/2004)			UEPRG	UEPVF	0.00									
	All Features Offered (E:1/1/2005)			UEPRG	UEPVF	2.26									
NONRECURRING CHARGES - Conversions															
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:7/1/2004)			UEPRG	USAC2	41.50	41.50								
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:7/1/2004)			UEPRG	USACC	41.50	41.50								
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)			UEPRG	USAC2	10.00	10.00								
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)			UEPRG	USACC	10.00	10.00								
ADDITIONAL NRCs															
	2 Wire Loop/Line Side Port Platform - Non feature - Subsequent Activity - Nonrecurring					0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					7.09	7.09								
	Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL	8.33	0.83								
OFF/ON PREMISES EXTENSION CHANNELS															
	Local Channel Voice grade, per termination		1	UEPRG	P2JHX	12.24	135.75	82.47							
	Local Channel Voice grade, per termination		2	UEPRG	P2JHX	17.40	135.75	82.47							
	Local Channel Voice grade, per termination		3	UEPRG	P2JHX	30.87	135.75	82.47							
	Non-Wire Direct Serve Channel Voice Grade		1	UEPRG	SDD2X	12.92	120.38	43.56							
	Non-Wire Direct Serve Channel Voice Grade		2	UEPRG	SDD2X	18.36	120.38	43.56							
	Non-Wire Direct Serve Channel Voice Grade		3	UEPRG	SDD2X	32.58	120.38	43.56							
INTEROFFICE TRANSPORT															

Services - Florida										Attachment: 1		Exhibit: A								
CATEGORY	DATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMECC	SOMAN	SOMAN
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	25.32		47.35	31.78											
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0.0091		0.00	0.00											
	DS0 WHOLESALE LOCAL PLATFORM SERVICE (ENTERPRISE) (Bus-PBX)																			
	DS0 Wholesale Local Platform Service Rates (Bus-PBX)																			
	DS0 Loop Rates																			
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	9.77														
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	13.88														
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	24.63														
	2-Wire Voice Grade Line Port Rates (BUS - PBX) Effective Date 7/1/2004																			
	Line Side Combination 2-Way PBX Trunk Port - Bus (E:7/1/2004)			UEPPX	UEPPC	14.00		90.00	90.00											
	Line Side Outward PBX Trunk Port - Bus (E:7/1/2004)			UEPPX	UEPPO	14.00		90.00	90.00											
	Line Side Incoming PBX Trunk Port - Bus (E:7/1/2004)			UEPPX	UEPP1	14.00		90.00	90.00											
	2-Wire Voice PBX LD Terminal Ports (E:7/1/2004)			UEPPX	UEPLD	14.00		90.00	90.00											
	2-Wire Voice 2-Way Combination PBX Usage Port (E:7/1/2004)			UEPPX	UEPXA	14.00		90.00	90.00											
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:7/1/2004)			UEPPX	UEPXB	14.00		90.00	90.00											
	2-Wire Voice PBX LD DDD Terminals Port (E:7/1/2004)			UEPPX	UEPXC	14.00		90.00	90.00											
	2-Wire Voice PBX LD Terminal Switchboard Port (E:7/1/2004)			UEPPX	UEPXD	14.00		90.00	90.00											
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:7/1/2004)			UEPPX	UEPXE	14.00		90.00	90.00											
	2-Wire Voice Grade Line Port Rates (BUS - PBX) Effective Date 1/1/2005																			
	Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2005)			UEPPX	UEPPC	11.17		46.59	9.98											
	Line Side Outward PBX Trunk Port - Bus (E:1/1/2005)			UEPPX	UEPPO	11.17		46.59	9.98											
	Line Side Incoming PBX Trunk Port - Bus (E:1/1/2005)			UEPPX	UEPP1	11.17		46.59	9.98											
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2005)			UEPPX	UEPLD	11.17		46.59	9.98											
	2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2005)			UEPPX	UEPXA	11.17		46.59	9.98											
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2005)			UEPPX	UEPXB	11.17		46.59	9.98											
	2-Wire Voice PBX LD DDD Terminals Port (E:1/1/2005)			UEPPX	UEPXC	11.17		46.59	9.98											
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2005)			UEPPX	UEPXD	11.17		46.59	9.98											
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2005)			UEPPX	UEPXE	11.17		46.59	9.98											
	FEATURES																			
	All Features Offered (E:7/1/2004)			UEPPX	UEPVF	0.00														
	All Features Offered (E:1/1/2005)			UEPPX	UEPVF	2.26														
	NONRECURRING CHARGES - Conversions																			
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:7/1/2004)			UEPPX	USAC2			41.50	41.50											
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:7/1/2004)			UEPPX	USACC			41.50	41.50											
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)			UEPPX	USAC2			10.00	10.00											
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)			UEPPX	USACC			10.00	10.00											
	ADDITIONAL NRCs																			
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent			UEPPX	USAS2	0.00		0.00	0.00											
	2 Wire Loop/Line Side Port Platform - Non feature - Subsequent Activity- Nonrecurring								0.00											
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group								7.09											
	Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL				8.33											
	OFF/ON PREMISES EXTENSION CHANNELS																			
	Local Channel Voice grade, per termination		1	UEPPX	P2JHX	12.24		135.75	82.47											
	Local Channel Voice grade, per termination		2	UEPPX	P2JHX	17.40		135.75	82.47											
	Local Channel Voice grade, per termination		3	UEPPX	P2JHX	30.87		135.75	82.47											

Services - Florida										Attachment: 1		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Non-Wire Direct Serve Channel Voice Grade		1	UEPPX	SDD2X	12.92	120.38	43.56							
	Non-Wire Direct Serve Channel Voice Grade		2	UEPPX	SDD2X	18.36	120.38	43.56							
	Non-Wire Direct Serve Channel Voice Grade		3	UEPPX	SDD2X	32.58	120.38	43.56							
INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX	U1TV2	25.32	47.35	31.78							
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0.0091	0.00	0.00							
DSO WHOLESALE LOCAL PLATFORM SERVICE (ENTERPRISE) (Coin)															
DSO Wholesale Local Platform Service Rates (Coin)															
DSO Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	9.77									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	13.88									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	24.63									
2-Wire Voice Grade Line Port Rates (Coin) Effective Date 7/1/2004															
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL) (E:7/1/2004)			UEPCO	UEP2F	14.00	90.00	90.00							
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL) (E:7/1/2004)			UEPCO	UEPFA	14.00	90.00	90.00							
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL) (E:7/1/2004)			UEPCO	UEPCG	14.00	90.00	90.00							
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL) (E:7/1/2004)			UEPCO	UEPRK	14.00	90.00	90.00							
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL) (E:7/1/2004)			UEPCO	UEPOF	14.00	90.00	90.00							
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA) (E:7/1/2004)			UEPCO	UEPCQ	14.00	90.00	90.00							
	2-Wire 2-Way Smartline with 900/976 (all states except LA) (E:7/1/2004)			UEPCO	UEPCK	14.00	90.00	90.00							
	2-Wire Coin Outward Smartline with 900/976 (all states except LA) (E:7/1/2004)			UEPCO	UEPCR	14.00	90.00	90.00							
2-Wire Voice Grade Line Port Rates (Coin) Effective Date 1/1/2005															
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL) (E:1/1/2005)			UEPCO	UEP2F	11.17	46.59	9.98							
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL) (E:1/1/2005)			UEPCO	UEPFA	11.17	46.59	9.98							
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL) (E:1/1/2005)			UEPCO	UEPCG	11.17	46.59	9.98							
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL) (E:1/1/2005)			UEPCO	UEPRK	11.17	46.59	9.98							
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL) (E:1/1/2005)			UEPCO	UEPOF	11.17	46.59	9.98							
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA) (E:1/1/2005)			UEPCO	UEPCQ	11.17	46.59	9.98							
	2-Wire 2-Way Smartline with 900/976 (all states except LA) (E:1/1/2005)			UEPCO	UEPCK	11.17	46.59	9.98							
	2-Wire Coin Outward Smartline with 900/976 (all states except LA) (E:1/1/2005)			UEPCO	UEPCR	11.17	46.59	9.98							
Coin Usage															
	DSO Wholesale Local Platform Service (Coin) Usage (Flat Rate)			UEPCO	URECU	5.50									
FEATURES															
	All Features Offered (E:7/1/2004)			UEPCO	UEPVF	0.00									
	All Features Offered (E:1/1/2005)			UEPCO	UEPVF										
NONRECURRING CHARGES - Conversions															
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:7/1/2004)			UEPCO	USAC2		41.50	41.50							
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2004)			UEPCO	USACC		41.50	41.50							

Services - Florida										Attachment: 1		Exhibit: A			
CATEGORY	DATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)		
													Rec	Nonrecurring First	Nonrecurring Add'l
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)			UEPCO	USAC2										
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)			UEPCO	USACC										
	ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	USAS2										
	2-Wire Voice Grade Loop (SL2) - Zone 3			UEPCO	URETL										
	DSO WHOLESALE LOCAL PLATFORM SERVICE (ENTERPRISE) (FX/FCO Res)														
	DSO Wholesale Local Platform Service Rates (FX/FCO Res)														
	DSO Loop Rates														
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	12.24									
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	17.40									
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	30.87									
	2-Wire Voice Grade Line Port Rates (Res) Effective Date 7/1/2004														
	2-Wire voice port - residence (E:7/1/2004)			UEPFR	UEPRL	14.00	180.00	110.00	85.00	20.00					
	2-Wire voice port with Caller ID - res (E:7/1/2004)			UEPFR	UEPRC	14.00	180.00	110.00	85.00	20.00					
	2-Wire voice port outgoing only - res (E:7/1/2004)			UEPFR	UEPRO	14.00	180.00	110.00	85.00	20.00					
	2-Wire voice Florida Area Calling with Caller ID - res (E:7/1/2004)			UEPFR	UEPAF	14.00	180.00	110.00	85.00	20.00					
	2-Wire voice Florida Area Calling Port without Caller ID Capability (E:7/1/2004)			UEPFR	UEPA9	14.00	180.00	110.00	85.00	20.00					
	2-Wire voice res, low usage line port with Caller ID (E:7/1/2004)			UEPFR	UEPAP	14.00	180.00	110.00	85.00	20.00					
	2-Wire voice res, low usage line port without Caller ID capability (E:7/1/2004)			UEPFR	UEPRT	14.00	180.00	110.00	85.00	20.00					
	2-Wire voice Florida extended dialing port for use with Caller ID (E:7/1/2004)			UEPFR	UEPA1	14.00	180.00	110.00	85.00	20.00					
	2-Wire voice Florida extended dialing port without Caller ID capability (E:7/1/2004)			UEPFR	UEPA8	14.00	180.00	110.00	85.00	20.00					
	2-Wire Voice Grade Line Port Rates (Res) Effective Date 1/1/2005														
	2-Wire voice port - residence (E:1/1/2005)			UEPFR	UEPRL	11.40	220.00	145.00							
	2-Wire voice port with Caller ID - res (E:1/1/2005)			UEPFR	UEPRC	11.40	220.00	145.00							
	2-Wire voice port outgoing only - res (E:1/1/2005)			UEPFR	UEPRO	11.40	220.00	145.00							
	2-Wire voice Florida Area Calling with Caller ID - res (E:1/1/2005)			UEPFR	UEPAF	11.40	220.00	145.00							
	2-Wire voice Florida Area Calling Port without Caller ID Capability (E:1/1/2005)			UEPFR	UEPA9	11.40	220.00	145.00							
	2-Wire voice res, low usage line port with Caller ID (E:1/1/2005)			UEPFR	UEPAP	11.40	220.00	145.00							
	2-Wire voice res, low usage line port without Caller ID capability (E:1/1/2005)			UEPFR	UEPRT	11.40	220.00	145.00							
	2-Wire voice Florida extended dialing port for use with Caller ID (E:1/1/2005)			UEPFR	UEPA1	11.40	220.00	145.00							
	2-Wire voice Florida extended dialing port without Caller ID capability (E:1/1/2005)			UEPFR	UEPA8	11.40	220.00	145.00							
	INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	25.32	47.35	31.78							
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0091									
	FEATURES														
	All Features Offered (E:7/1/2004)			UEPFR	UEPVF	0.00									
	All Features Offered (E:1/1/2005)			UEPFR	UEPVF	2.26									
	NONRECURRING CHARGES (NRCs) - CONVERSIONS														
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is (E:7/1/2004)			UEPFR	USAC2		41.50	41.50							
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-With-Change (E:7/1/2004)			UEPFR	USACC		41.50	41.50							

Services - Florida																Attachment: 1		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	OSS Rates(\$)			
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First							Nonrecurring Disconnect Add'l	SOMEc	SOMAN	SOMAN
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is (E:1/1/2005)			UEPFR	USAC2		10.00	10.00											
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-With-Change (E:1/1/2005)			UEPFR	USACC		10.00	10.00											
	ADDITIONAL NRCs																		
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Subsequent Activity			UEPFR	USAS2	0.00	0.00	0.00											
	Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.21	1.10											
	DSO WHOLESALE LOCAL PLATFORM SERVICE (ENTERPRISE) (FX/FCO Bus)																		
	DSO Wholesale Local Platform Service Rates (FX/FCO Bus)																		
	DSO Loop Rates																		
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	12.24													
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	17.40													
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	30.87													
	2-Wire Voice Grade Line Port (Bus) Effective Date 7/1/2004																		
	2-Wire voice port without Caller ID - bus (E:7/1/2004)			UEPFB	UEPBL	14.00	180.00	110.00	85.00	20.00									
	2-Wire voice port with Caller + E484 ID - bus (E:7/1/2004)			UEPFB	UEPBC	14.00	180.00	110.00	85.00	20.00									
	2-Wire voice port outgoing only - bus (E:7/1/2004)			UEPFB	UEPBO	14.00	180.00	110.00	85.00	20.00									
	2-Wire voice incoming only port with Caller ID - Bus (E:7/1/2004)			UEPFB	UEPB1	14.00	180.00	110.00	85.00	20.00									
	2-Wire Voice Grade Line Port (Bus) Effective Date 1/1/2005																		
	2-Wire voice port without Caller ID - bus (E:1/1/2005)			UEPFB	UEPBL	11.40	220.00	145.00											
	2-Wire voice port with Caller + E484 ID - bus (E:1/1/2005)			UEPFB	UEPBC	11.40	220.00	145.00											
	2-Wire voice port outgoing only - bus (E:1/1/2005)			UEPFB	UEPBO	11.40	220.00	145.00											
	2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2005)			UEPFB	UEPB1	11.40	220.00	145.00											
	INTEROFFICE TRANSPORT																		
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	25.32	47.35	31.78											
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0091													
	FEATURES																		
	All Features Offered (E:7/1/2004)			UEPFB	UEPVF	0.00													
	All Features Offered (E:1/1/2005)			UEPFB	UEPVF	2.26													
	NONRECURRING CHARGES (NRCs) - CONVERSIONS																		
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is (E:7/1/2004)			UEPFB	USAC2		41.50	41.50											
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-With-Change (E:7/1/2004)			UEPFB	USACC		41.50	41.50											
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is (E:1/1/2005)			UEPFB	USAC2		10.00	10.00											
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-With-Change (E:1/1/2005)			UEPFB	USACC		10.00	10.00											
	Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.21	1.10											
	DSO WHOLESALE LOCAL PLATFORM SERVICE (ENTERPRISE) (FX/FCO PBX)																		
	DSO Wholesale Local Platform Service Rates (FX/FCO PBX)																		
	DSO Loop Rates																		
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	12.24													
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	17.40													
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	30.87													
	2-Wire Voice Grade Line Port Rates (BUS - PBX) Effective Date 7/1/2004																		
	Line Side Combination 2-Way PBX Trunk Port - Bus (E:7/1/2004)			UEPFB	UEPPC	14.00	180.00	110.00	85.00	20.00									
	Line Side Outward PBX Trunk Port - Bus (E:7/1/2004)			UEPFB	UEPPO	14.00	180.00	110.00	85.00	20.00									
	Line Side Incoming PBX Trunk Port - Bus (E:7/1/2004)			UEPFB	UEPP1	14.00	180.00	110.00	85.00	20.00									
	2-Wire Voice PBX LD Terminal Ports (E:7/1/2004)			UEPFB	UEPLD	14.00	180.00	110.00	85.00	20.00									

Services - Florida										Attachment: 1		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	OSS Rates(\$)						
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMEC	SOMAN
	2-Wire Voice 2-Way Combination PBX Usage Port (E:7/1/2004)			UEPFP	UEPXA	14.00		180.00	110.00	85.00	20.00								
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:7/1/2004)			UEPFP	UEPXB	14.00		180.00	110.00	85.00	20.00								
	2-Wire Voice PBX LD DDD Terminals Port (E:7/1/2004)			UEPFP	UEPXC	14.00		180.00	110.00	85.00	20.00								
	2-Wire Voice PBX LD Terminal Switchboard Port (E:7/1/2004)			UEPFP	UEPXD	14.00		180.00	110.00	85.00	20.00								
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:7/1/2004)			UEPFP	UEPXE	14.00		180.00	110.00	85.00	20.00								
	2-Wire Voice Grade Line Port Rates (BUS - PBX) Effective Date 1/1/2005																		
	Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2005)			UEPFP	UEPPC	11.40		285.00	175.00										
	Line Side Outward PBX Trunk Port - Bus (E:1/1/2005)			UEPFP	UEPPO	11.40		285.00	175.00										
	Line Side Incoming PBX Trunk Port - Bus (E:1/1/2005)			UEPFP	UEPP1	11.40		285.00	175.00										
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2005)			UEPFP	UEPLD	11.40		285.00	175.00										
	2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2005)			UEPFP	UEPXA	11.40		285.00	175.00										
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2005)			UEPFP	UEPXB	11.40		285.00	175.00										
	2-Wire Voice PBX LD DDD Terminals Port (E:1/1/2005)			UEPFP	UEPXC	11.40		285.00	175.00										
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2005)			UEPFP	UEPXD	11.40		285.00	175.00										
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2005)			UEPFP	UEPXE	11.40		285.00	175.00										
	INTEROFFICE TRANSPORT																		
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	25.32		47.35	31.78										
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1LSXX	0.0091													
	FEATURES																		
	All Features Offered (E:7/1/2004)			UEPFP	UEPVF	0.00													
	All Features Offered (E:1/1/2005)			UEPFP	UEPVF	2.26													
	NONRECURRING CHARGES (NRCs) - CONVERSIONS																		
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is (E:7/1/2004)			UEPFP	USAC2			41.50	41.50										
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-With-Change (E:7/1/2004)			UEPFP	USACC			41.50	41.50										
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is (E:1/1/2005)			UEPFP	USAC2			10.00	10.00										
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-With-Change (E:1/1/2005)			UEPFP	USACC			10.00	10.00										
	ADDITIONAL NRCs																		
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port (PBX) Platform - Subsequent Activity			UEPFP	USAS2	0.00		0.00	0.00										
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group									7.86	7.86								
	Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN			11.21	1.10										
	DS0 WHOLESALE LOCAL PLATFORM SERVICE - MASS MARKET																		
	The following Mass Market rates shall apply to the elements indicated accordance with the following criteria:																		
	> Effective 1/1/2005 DS0 Wholesale Local Platform Service Mass Market Rates will be applicable in every end-user premises with 3 or less DS0 equivalents in every state and every MSA in the BellSouth Region.																		
	DS0 WHOLESALE LOCAL PLATFORM SERVICE (MASS MARKET) (Residence)																		
	DS0 Wholesale Local Platform Service Rates (Residence)																		
	DS0 Loop Rates																		
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX			9.77											
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX			13.98											
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX			24.63											
	2-Wire Voice Grade Line Port (Res) Effective Date 7/1/2004																		
	2-Wire voice port - residence (E:7/1/2004)			UEPRX	UEPRL	1.17		53.31	26.46	27.50	8.37								
	2-Wire voice port with Caller ID - res (E:7/1/2004)			UEPRX	UEPRC	1.17		53.31	26.46	27.50	8.37								
	2-Wire voice port outgoing only - res (E:7/1/2004)			UEPRX	UEPRO	1.17		53.31	26.46	27.50	8.37								
	2-Wire voice Florida Area Calling with Caller ID - res (E:7/1/2004)			UEPRX	UEPAF	1.17		53.31	26.46	27.50	8.37								

Services - Florida										Attachment: 1		Exhibit: A				
CATEGORY	RATE ELEMENTS	Interi	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2-Wire Voice Grade Line Port (Bus) Effective Date 7/1/2004																
	2-Wire voice port without Caller ID - bus (E:7/1/2004)			UEPBX	UEPBL	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice port with Caller + E484 ID - bus (E:7/1/2004)			UEPBX	UEPBC	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice port outgoing only - bus (E:7/1/2004)			UEPBX	UEPBO	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice incoming only port with Caller ID - Bus (E:7/1/2004)			UEPBX	UEPB1	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice Incoming Only Port without Caller ID Capability (E:7/1/2004)			UEPBX	UEPBE	1.17	53.31	26.46	27.50	8.37						
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice port without Caller ID - bus (E:1/1/2005)			UEPBX	UEPBL	8.17	46.59	9.98								
	2-Wire voice port with Caller + E484 ID - bus (E:1/1/2005)			UEPBX	UEPBC	8.17	46.59	9.98								
	2-Wire voice port outgoing only - bus (E:1/1/2005)			UEPBX	UEPBO	8.17	46.59	9.98								
	2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2005)			UEPBX	UEPB1	8.17	46.59	9.98								
	2-Wire voice Incoming Only Port without Caller ID Capability (E:1/1/2005)			UEPBX	UEPBE	8.17	46.59	9.98								
FEATURES																
	All Features Offered			UEPBX	UEPVF	2.26	0.00	0.00								
NONRECURRING CHARGES - Conversions																
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:7/1/2004)			UEPBX	USAC2		0.102	0.102								
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:7/1/2004)			UEPBX	USACC		0.102	0.102								
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)			UEPBX	USAC2		10.00	10.00								
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)			UEPBX	USACC		10.00	10.00								
ADDITIONAL NRCs																
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent			UEPBX	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL		8.33	0.83								
OFF/ON PREMISES EXTENSION CHANNELS																
	2 Wire Analog Voice Grade Extension Loop - Non-Design	1		UEPBX	UEAEN	10.69	49.57	22.83								
	2 Wire Analog Voice Grade Extension Loop - Non-Design	2		UEPBX	UEAEN	15.20	49.57	22.83								
	2 Wire Analog Voice Grade Extension Loop - Non-Design	3		UEPBX	UEAEN	26.97	49.57	22.83								
	2 Wire Analog Voice Grade Extension Loop - Design	1		UEPBX	UEAED	12.24	135.75	82.47								
	2 Wire Analog Voice Grade Extension Loop - Design	2		UEPBX	UEAED	17.40	135.75	82.47								
	2 Wire Analog Voice Grade Extension Loop - Design	3		UEPBX	UEAED	30.87	135.75	82.47								
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0.0091	0.00	0.00								
DS0 WHOLESALE LOCAL PLATFORM SERVICE (MASS MARKET) (Res-PBX)																
DS0 Wholesale Local Platform Service Rates (Res-PBX)																
DS0 Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1	1		UEPRG	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2	2		UEPRG	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL 1) - Zone 3	3		UEPRG	UEPLX	24.63										
2-Wire Voice Grade Line Port Rates (RES - PBX) Effective Date 7/1/2004																
	2-Wire voice 2-Way PBX Trunk Port - Res (E:7/1/2004)			UEPRG	UEPRD	1.17	174.81	100.65	75.88	12.73						
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire voice 2-Way PBX Trunk Port - Res (E:1/1/2005)			UEPRG	UEPRD	8.17	46.59	9.98								
FEATURES																
	All Features Offered			UEPRG	UEPVF	2.26	0.00	0.00								
NONRECURRING CHARGES - Conversions																
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:7/1/2004)			UEPRG	USAC2		8.45	1.91								

Services - Florida						Attachment: 1		Exhibit: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring	Nonrecurring Disconnect	OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:7/1/2004)			UEPRG	USACC		8.45	1.91						
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)			UEPRG	USAC2		10.00	10.00						
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)			UEPRG	USACC		10.00	10.00						
ADDITIONAL NRCs														
	2 Wire Loop/Line Side Port Platform - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00						
	Miscellaneous Rate Element, Tag Loop at End Near Premise			UEPRG	URETL		7.09	7.09						
OFF/ON PREMISES EXTENSION CHANNELS														
			1	UEPRG	P2JHX	12.24	135.75	82.47						
			2	UEPRG	P2JHX	17.40	135.75	82.47						
	Local Channel Voice grade, per termination		3	UEPRG	P2JHX	30.87	135.75	82.47						
	Non-Wire Direct Serve Channel Voice Grade		1	UEPRG	SDD2X	12.92	120.38	43.56						
	Non-Wire Direct Serve Channel Voice Grade		2	UEPRG	SDD2X	18.36	120.38	43.56						
	Non-Wire Direct Serve Channel Voice Grade		3	UEPRG	SDD2X	32.58	120.38	43.56						
INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	25.32	47.35	31.78						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0.0091	0.00	0.00						
DS0 WHOLESALE LOCAL PLATFORM SERVICE (MASS MARKET) (Bus-PBX)														
DS0 Wholesale Local Platform Service Rates (Bus-PBX)														
DS0 Loop Rates														
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	9.77								
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	13.88								
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	24.63								
2-Wire Voice Grade Line Port Rates (BUS - PBX) Effective Date 7/1/2004														
	Line Side Combination 2-Way PBX Trunk Port - Bus (E:7/1/2004)			UEPPX	UEPPC	1.17	174.81	100.65	75.88	12.73				
	Line Side Outward PBX Trunk Port - Bus (E:7/1/2004)			UEPPX	UEPPD	1.17	174.81	100.65	75.88	12.73				
	Line Side Incoming PBX Trunk Port - Bus (E:7/1/2004)			UEPPX	UEPP1	1.17	174.81	100.65	75.88	12.73				
	2-Wire Voice PBX LD Terminal Ports (E:7/1/2004)			UEPPX	UEPLD	1.17	174.81	100.65	75.88	12.73				
	2-Wire Voice 2-Way Combination PBX Usage Port (E:7/1/2004)			UEPPX	UEPXA	1.17	174.81	100.65	75.88	12.73				
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:7/1/2004)			UEPPX	UEPXB	1.17	174.81	100.65	75.88	12.73				
	2-Wire Voice PBX LD DDD Terminals Port (E:7/1/2004)			UEPPX	UEPXC	1.17	174.81	100.65	75.88	12.73				
	2-Wire Voice PBX LD Terminal Switchboard Port (E:7/1/2004)			UEPPX	UEPXD	1.17	174.81	100.65	75.88	12.73				
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:7/1/2004)			UEPPX	UEPXE	1.17	174.81	100.65	75.88	12.73				
2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Combination 2-Way PBX Trunk Port - Bus (E:1/1/2005)			UEPPX	UEPPC	8.17	46.59	9.98						
	Line Side Outward PBX Trunk Port - Bus (E:1/1/2005)			UEPPX	UEPPD	8.17	46.59	9.98						
	Line Side Incoming PBX Trunk Port - Bus (E:1/1/2005)			UEPPX	UEPP1	8.17	46.59	9.98						
	2-Wire Voice PBX LD Terminal Ports (E:1/1/2005)			UEPPX	UEPLD	8.17	46.59	9.98						
	2-Wire Voice 2-Way Combination PBX Usage Port (E:1/1/2005)			UEPPX	UEPXA	8.17	46.59	9.98						
	2-Wire Voice PBX Toll Terminal Hotel Ports (E:1/1/2005)			UEPPX	UEPXB	8.17	46.59	9.98						
	2-Wire Voice PBX LD DDD Terminals Port (E:1/1/2005)			UEPPX	UEPXC	8.17	46.59	9.98						
	2-Wire Voice PBX LD Terminal Switchboard Port (E:1/1/2005)			UEPPX	UEPXD	8.17	46.59	9.98						
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port (E:1/1/2005)			UEPPX	UEPXE	8.17	46.59	9.98						
FEATURES														
	All Features Offered			UEPPX	UEPVF	2.26	0.00	0.00						
NONRECURRING CHARGES - Conversions														

Services - Florida										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	RATES(\$)				OSS Rates(\$)						
					Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:7/1/2004)			UEPPX USAC2		8.45	1.91								
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:7/1/2004)			UEPPX USACC		8.45	1.91								
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)			UEPPX USAC2		10.00	10.00								
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)			UEPPX USACC		10.00	10.00								
	ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent			UEPPX USA2	0.00	0.00	0.00								
	2 Wire Loop/Line Side Port Platform - Non feature - Subsequent Activity - Nonrecurring					0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					7.09	7.09								
	Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX URETL		8.33	0.83								
	OFFICE PREMISES EXTENSION CHANNELS														
	Local Channel Voice grade, per termination	1		UEPPX P2JHX	12.24	135.75	82.47								
	Local Channel Voice grade, per termination	2		UEPPX P2JHX	17.40	135.75	82.47								
	Local Channel Voice grade, per termination	3		UEPPX P2JHX	30.87	135.75	82.47								
	Non-Wire Direct Serve Channel Voice Grade	1		UEPPX SDD2X	12.92	120.38	43.56								
	Non-Wire Direct Serve Channel Voice Grade	2		UEPPX SDD2X	18.36	120.38	43.56								
	Non-Wire Direct Serve Channel Voice Grade	3		UEPPX SDD2X	32.58	120.38	43.56								
	INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX U1TVM	0.0091	0.00	0.00								
	DS0 WHOLESALE LOCAL PLATFORM SERVICE (MASS MARKET) (Coin)														
	DS0 Wholesale Local Platform Service Rates (Coin)														
	DS0 Loop Rates														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1		UEPCO UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2		UEPCO UEPLX	13.98										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3		UEPCO UEPLX	24.63										
	2-Wire Voice Grade Line Port Rates (Coin) Effective Date 7/1/2004														
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL) (E:7/1/2004)			UEPCO UEP2F	1.17	53.31	26.46	27.50	8.37						
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL) (E:7/1/2004)			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) (E:7/1/2004)			UEPCO UEPFG	1.17	53.31	26.46	27.50	8.37						
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL) (E:7/1/2004)			UEPCO UEPFK	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) (E:7/1/2004)			UEPCO UEPFO	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) (E:7/1/2004)			UEPCO UEPFQ	1.17	53.31	26.46	27.50	8.37						
	2-Wire 2-Way Smartline with 900/976 (all states except LA) (E:7/1/2004)			UEPCO UEPCK	1.17	53.31	26.46	27.50	8.37						
	2-Wire Coin Outward Smartline with 900/976 (all states except LA) (E:7/1/2004)			UEPCO UEPKR	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Line Port Rates (Coin)														
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL) (E:1/1/2005)			UEPCO UEP2F	8.17	46.59	9.98								
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL) (E:1/1/2005)			UEPCO UEPFA	8.17	46.59	9.98								
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL) (E:1/1/2005)			UEPCO UEPFG	8.17	46.59	9.98								
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL) (E:1/1/2005)			UEPCO UEPFK	8.17	46.59	9.98								

Services - Florida														Attachment: 1		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)	
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN		
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL) (E:1/1/2005)			UEPCO	UEPOF	8.17	46.59	9.98									
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA) (E:1/1/2005)			UEPCO	UEPCQ	8.17	46.59	9.98									
	2-Wire 2-Way Smartline with 900/976 (all states except LA) (E:1/1/2005)			UEPCO	UEPCK	8.17	46.59	9.98									
	2-Wire Coin Outward Smartline with 900/976 (all states except LA) (E:1/1/2005)			UEPCO	UEPCR	8.17	46.59	9.98									
	Coin Usage																
	DS0 Wholesale Local Platform Service (Coin) Usage (Flat Rate)			UEPCO	URECU	5.50											
	FEATURES																
	All Features Offered			UEPCO	UEPVF	0.00	0.00	0.00									
	NONRECURRING CHARGES - Conversions																
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:7/1/2004)			UEPCO	USAC2		0.102	0.102									
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:7/1/2004)			UEPCO	USACC		0.102	0.102									
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is (E:1/1/2005)			UEPCO	USAC2		10.00	10.00									
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change (E:1/1/2005)			UEPCO	USACC		10.00	10.00									
	ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	USAS2		0.00	0.00									
				UEPCO	URETL		8.33	0.83									
	DS0 WHOLESALE LOCAL PLATFORM SERVICE (MASS MARKET) (FX/FCO Res)																
	DS0 Wholesale Local Platform Service Rates (FX/FCO Res)																
	DS0 Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	12.24											
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	17.40											
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	30.87											
	2-Wire Voice Grade Line Port Rates (Res) Effective Date 7/1/2004																
	2-Wire voice port - residence (E:7/1/2004)			UEPFR	UEPRL	1.40	174.81	100.65	75.88	12.73							
	2-Wire voice port with Caller ID - res (E:7/1/2004)			UEPFR	UEPRC	1.40	174.81	100.65	75.88	12.73							
	2-Wire voice port outgoing only - res (E:7/1/2004)			UEPFR	UEPRO	1.40	174.81	100.65	75.88	12.73							
	2-Wire voice Florida Area Calling with Caller ID - res (E:7/1/2004)			UEPFR	UEPAF	1.40	174.81	100.65	75.88	12.73							
	2-Wire voice Florida Area Calling Port without Caller ID Capability (E:7/1/2004)			UEPFR	UEPA9	1.40	174.81	100.65	75.88	12.73							
	2-Wire voice res, low usage line port with Caller ID (E:7/1/2004)			UEPFR	UEPAP	1.40	174.81	100.65	75.88	12.73							
	2-Wire voice res, low usage line port without Caller ID capability (E:7/1/2004)			UEPFR	UEPRT	1.40	174.81	100.65	75.88	12.73							
	2-Wire voice Florida extended dialing port for use with Caller ID (E:7/1/2004)			UEPFR	UEPA1	1.40	174.81	100.65	75.88	12.73							
	2-Wire voice Florida extended dialing port without Caller ID capability (E:7/1/2004)			UEPFR	UEPAB	1.40	174.81	100.65	75.88	12.73							
	2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice port - residence (E:1/1/2005)			UEPFR	UEPRL	8.40	220.00	145.00									
	2-Wire voice port with Caller ID - res (E:1/1/2005)			UEPFR	UEPRC	8.40	220.00	145.00									
	2-Wire voice port outgoing only - res (E:1/1/2005)			UEPFR	UEPRO	8.40	220.00	145.00									
	2-Wire voice Florida Area Calling with Caller ID - res (E:1/1/2005)			UEPFR	UEPAF	8.40	220.00	145.00									
	2-Wire voice Florida Area Calling Port without Caller ID Capability (E:1/1/2005)			UEPFR	UEPA9	8.40	220.00	145.00									
	2-Wire voice res, low usage line port with Caller ID (E:1/1/2005)			UEPFR	UEPAP	8.40	220.00	145.00									
	2-Wire voice res, low usage line port without Caller ID capability (E:1/1/2005)			UEPFR	UEPRT	8.40	220.00	145.00									

Services - Florida																			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS			RATES(\$)	Submitted Elec per LSR	Submitted Manually per LSR	Charge - Manual Svc Order vs. Electronic-1st	Charge - Manual Svc Order vs. Electronic-Add'l	Charge - Manual Svc Order vs. Electronic-Disc 1st	Charge - Manual Svc Order vs. Electronic-Disc Add'l						
														Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)
														SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice Florida extended dialing port for use with Caller ID (E:1/1/2005)			UEPFR	JEPA1	8.40	220.00	145.00											
	2-Wire voice Florida extended dialing port without Caller ID capability (E:1/1/2005)			UEPFR	JEPA8	8.40	220.00	145.00											
INTEROFFICE TRANSPORT																			
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	J1TV2	25.32	47.35	31.78											
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	L5XX	0.0091													
FEATURES																			
	All Features Offered			UEPFR	JEPVF	2.26	0.00	0.00											
NONRECURRING CHARGES (NRCs) - CONVERSIONS																			
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is (E:7/1/2004)			UEPFR	JSAC2		16.97	3.73											
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-With-Change (E:7/1/2004)			UEPFR	JSACC		16.97	3.73											
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is (E:1/1/2005)			UEPFR	JSAC2		10.00	10.00											
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-With-Change (E:1/1/2005)			UEPFR	JSACC		10.00	10.00											
ADDITIONAL NRCs																			
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Subsequent Activity			UEPFR	JSAS2	0.00	0.00	0.00											
	Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	JRETN		11.21	1.10											
DS0 WHOLESALE LOCAL PLATFORM SERVICE (MASS MARKET) (FX/FCO Bus)																			
DS0 Wholesale Local Platform Service Rates (FX/FCO Bus)																			
DS0 Loop Rates																			
	2-Wire Voice Grade Loop (SL2) - Zone 1	1		UEPFB	JECF2	12.24													
	2-Wire Voice Grade Loop (SL2) - Zone 2	2		UEPFB	JECF2	17.40													
	2-Wire Voice Grade Loop (SL2) - Zone 3	3		UEPFB	JECF2	30.87													
2-Wire Voice Grade Line Port (Bus) Effective Date 7/1/2004																			
	2-Wire voice port without Caller ID - bus (E:7/1/2004)			UEPFB	JEPBL	1.40	174.81	100.65	75.88	12.73									
	2-Wire voice port with Caller + E484 ID - bus (E:7/1/2004)			UEPFB	JEPBC	1.40	174.81	100.65	75.88	12.73									
	2-Wire voice port outgoing only - bus (E:7/1/2004)			UEPFB	JEPBO	1.40	174.81	100.65	75.88	12.73									
	2-Wire voice incoming only port with Caller ID - Bus (E:7/1/2004)			UEPFB	JEPB1	1.40	174.81	100.65	75.88	12.73									
2-Wire Voice Grade Line Port (Bus)																			
	2-Wire voice port without Caller ID - bus (E:1/1/2005)			UEPFB	JEPBL	8.40	220.00	145.00											
	2-Wire voice port with Caller + E484 ID - bus (E:1/1/2005)			UEPFB	JEPBC	8.40	220.00	145.00											
	2-Wire voice port outgoing only - bus (E:1/1/2005)			UEPFB	JEPBO	8.40	220.00	145.00											
	2-Wire voice incoming only port with Caller ID - Bus (E:1/1/2005)			UEPFB	JEPB1	8.40	220.00	145.00											
INTEROFFICE TRANSPORT																			
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	J1TV2	25.32	47.35	31.78											
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	L5XX	0.0091													
FEATURES																			
	All Features Offered			UEPFB	JEPVF	2.26	0.00	0.00											
NONRECURRING CHARGES (NRCs) - CONVERSIONS																			
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is (E:7/1/2004)			UEPFB	JSAC2		16.97	3.73											
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-With-Change (E:7/1/2004)			UEPFB	JSACC		16.97	3.73											
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is (E:1/1/2005)			UEPFB	JSAC2		10.00	10.00											
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-With-Change (E:1/1/2005)			UEPFB	JSACC		10.00	10.00											

Services - Florida										Attachment: 1		Exhibit: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Sve Order Submitted Elec per LSR	Sve Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
																		Rec
	Sub-Loop Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UCL	USBFW	809.62												
	Sub-Loop Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UCL	USBFX	19.37	19.37											
	Sub-Loop Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ	673.65	19.37											
	Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	61.53	505.45	160.91	46.37	19.39								
	Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	134.38	505.45	160.91	46.37	19.39								
	Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	305.72	505.45	160.91	46.37	19.39								
	Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	9.07	368.58	70.83	44.77	18.71								
	Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	7.11	368.58	70.83	44.77	18.71								
	Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	5.49	368.58	70.83	44.77	18.71								
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	13.15	415.79	78.65	46.37	19.39								
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	11.14	415.79	78.65	46.37	19.39								
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	8.78	415.79	78.65	46.37	19.39								
PROVISIONING ONLY - NO RATE																		
	Contact Name, Provisioning Only - no rate			USL, UCL	UNEEN	0.00	0.00											
	DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00											
	DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00											
DS0 WHOLESALE LOCAL VOICE PLATFORM SERVICE - CENTREX																		
The following DS0 Wholesale Local Platform Service - CENTREX rates shall apply to the elements indicated accordance with the following criteria:																		
> DS0 Wholesale Local Platform Services that are currently existing at the end-user premises or New Installs in Zone 1 of the top 8 MSAs in BellSouth's region (for end user with 4 or more DS0 equivalent lines) in the following states: (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville). These Enterprise Rates will be effective from 7/1/2004 through 12/31/2004.																		
> Effective 1/1/2005 DS0 Wholesale Local Platform Service CENTREX Enterprise Rates will be applicable in every end-user premises with 4 or more DS0 equivalents in every state and every MSA in the BellSouth Region.																		
> In the DS0 Wholesale Local Platform and Switch Port Enterprise Market Rate scenarios, BellSouth shall bill the Mass Market Rate and reserves the right to backbill the difference between the two rates.																		
> For New Install scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Existing Platform scenarios, the Nonrecurring charges are listed in the NRC - Conversions section. Additional NRCs may apply also and are categorized accordingly.																		
> End Office and Tandem Switching Usage and Wholesale Common Transport Usage rates in the Port section of this rate exhibit shall apply to the Wholesale Access Line Service except for the Coin Service which has a flat rate usage charge (USOC: URECU).																		
DS0 WHOLESALE LOCAL VOICE PLATFORM SERVICE - CENTREX BY CENTRAL OFFICE SWITCH TYPE																		
TAESS SWITCH - (Valid in AL, FL, GA, KY, LA, MS, & TN)																		
Loop Rates																		
	2-Wire Voice Grade Loop (SL 1) - Zone 1 --- UECS1		1	UEP91	UECS1	9.77												
	2-Wire Voice Grade Loop (SL 1) - Zone 2 --- UECS1		2	UEP91	UECS1	13.88												
	2-Wire Voice Grade Loop (SL 1) - Zone 3 --- UECS1		3	UEP91	UECS1	24.63												
	2-Wire Voice Grade Loop (SL 2) - Zone 1 --- UECS2		1	UEP91	UECS2	12.24												
	2-Wire Voice Grade Loop (SL 2) - Zone 2 --- UECS2		2	UEP91	UECS2	17.40												
	2-Wire Voice Grade Loop (SL 2) - Zone 3 --- UECS2		3	UEP91	UECS2	30.87												
Port Rates - Cost Based - 7/1/2004 through 12/31/2004																		
The following port rates are effective in all states except when the top 8 MSA exception applies These port rates will be effective from 7/1/2004 through 12/31/2004																		
All States (Except North Carolina and South Carolina)																		
	2-Wire Voice Grade Port (Centrex) Basic Local Area (E:7/1/2004)			UEP91	UEPYA	1.17	53.31	26.46	27.50	8.37								
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area (E:7/1/2004)			UEP91	UEPYB	1.17	53.31	26.46	27.50	8.37								
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area (E:7/1/2004)			UEP91	UEPYH	1.17	53.31	26.46	27.50	8.37								
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area (E:7/1/2004)			UEP91	UEPYM	1.17	139.49	86.10	65.41	13.81								
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area (E:7/1/2004)			UEP91	UEPYZ	1.17	139.49	86.10	65.41	13.81								
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area (E:7/1/2004)			UEP91	UEPY9	1.17	53.31	26.46	27.50	8.37								
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area (E:7/1/2004)			UEP91	UEPY2	1.17	53.31	26.46	27.50	8.37								
Georgia and Florida Only																		
	2-Wire Voice Grade Port (Centrex) (E:7/1/2004)			UEP91	UEPHA	1.17	53.31	26.46	27.50	8.37								
	2-Wire Voice Grade Port (Centrex 800 termination) (E:7/1/2004)			UEP91	UEPHB	1.17	53.31	26.46	27.50	8.37								

Services - Florida										Attachment: 1		Exhibit: A		
CATEGORY	RAT F I MFMENTS	Interim	Zone	BCS	USOC	RATFS(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)	
													Rec	Nonrecurring First
	2-Wire Voice Grade Port (Centrex with Caller ID)1 (E:7/1/2004)			UEP91	UEPHH	1.17	53.31	26.46	27.50	8.37				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 (E:7/1/2004)			UEP91	UEPHM	1.17	139.49	86.10	65.41	13.81				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term (E:7/1/2004)			UEP91	UEPHZ	1.17	139.49	86.10	65.41	13.81				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent (E:7/1/2004)			UEP91	UEPH9	1.17	53.31	26.46	27.50	8.37				
	2-Wire Voice Grade Port Terminated on 800 Service Term (E:7/1/2004)			UEP91	UEPH2	1.17	53.31	26.46	27.50	8.37				
Port Rates - Effective Region Wide - 1/1/2005														
The following port rates are effective as specified on 1/1/2005														
All States (Except North Carolina and Sout Carolina)														
	2-Wire Voice Grade Port (Centrex) Basic Local Area (E:1/1/2005)			UEP91	UEPYA	11.17	46.59	9.98						
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area (E:1/1/2005)			UEP91	UEPYB	11.17	46.59	9.98						
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area (E:1/1/2005)			UEP91	UEPYH	11.17	46.59	9.98						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area (E:1/1/2005)			UEP91	UEPYM	11.17								
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area (E:1/1/2005)			UEP91	UEPYZ	11.17								
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area (E:1/1/2005)			UEP91	UEPY9	11.17	46.59	9.98						
	2-Wire Voice Grade Port Terminated on 800 Service Term (E:1/1/2005)			UEP91	UEPY2	11.17	46.59	9.98						
Georgia and Florida Only														
	2-wire voice grade port (Centrex 800 termination) (E:1/1/2005)			UEP91	UEPHA	11.17	46.59	9.98						
	2-Wire Voice Grade Port (Centrex with Caller ID)1 (E:1/1/2005)			UEP91	UEPHH	11.17	46.59	9.98						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 (E:1/1/2005)			UEP91	UEPHM	11.17	235.64	114.90						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term (E:1/1/2005)			UEP91	UEPHZ	11.17	235.64	114.90						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent (E:1/1/2005)			UEP91	UEPH9	11.17	46.59	9.98						
	2-Wire Voice Grade Port Terminated on 800 Service Term (E:1/1/2005)			UEP91	UEPH2	11.17	46.59	9.98						
Local Switching														
	Centrex Intercom Functionality, per port			UEP91	URECS	0.7384								
Features														
	All Standard Features Offered, per port			UEP91	UEPVF	2.26								
	All Select Features Offered, per port			UEP91	UEPVS	0.00	370.70							
	All Centrex Control Features Offered, per port			UEP91	UEPVC	2.26								
NARS														
	Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00						
	Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00						
	Network Access Register - Outdial			UEP91	UAROY	0.00	0.00	0.00						
Miscellaneous Terminations														
2-Wire Trunk Side														
	Trunk Side Terminations, each			UEP91	CENA6	8.73								
Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	25.32								
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0091								
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
D4 Channel Bank Feature Activations														

Services - Florida																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	DATES(S)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1		Exhibit: A		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
									Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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 Tjle 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) Cost Based - 7/1/2004 through 12/31/2004																	
The following rates are effective in all states except when the top 8 MSA exception applies. These rates will be effective from 7/1/2004 through 12/31/2004																	
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port (E:7/1/2004)			UEP91	USAC2			21.50	8.42								
	Conversion of Existing Centrex Common Block (E:7/1/2004)			UEP91	USACN			5.17	8.32								
	New Centrex Standard Common Block (E:7/1/2004)			UEP91	M1ACS	0.00		618.82									
	New Centrex Customized Common Block (E:7/1/2004)			UEP91	M1ACC	0.00		618.82									
	Secondary Block, per Block (E:7/1/2004)			UEP91	M2CC1	0.00											
	NAR Establishment Charge, Per Occasion (E:7/1/2004)			UEP91	URECA	0.00		66.48									
Non-Recurring Charges (NRC) - Effective Region Wide - 1/1/2005																	
The following rates are effective as specified on 1/1/2005																	
Non-Recurring Charges (NRC)																	
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port (E:1/1/2005)			UEP91	USAC2			10.00	10.00								
	Conversion of Existing Centrex Common Block (E:1/1/2005)			UEP91	USACN			40.00	20.00								
	New Centrex Standard Common Block (E:1/1/2005)			UEP91	M1ACS	0.00		770.00									
	New Centrex Customized Common Block (E:1/1/2005)			UEP91	M1ACC	0.00		770.00									
	Secondary Block, per Block (E:1/1/2005)			UEP91	M2CC1	0.00		80.00									
	NAR Establishment Charge, Per Occasion (E:1/1/2005)			UEP91	URECA	0.00		85.00									
Additional Non-Recurring Charges (NRC)																	
5ESS SWITCH (Valid in All States)																	
Loop Rates																	
	2-Wire Voice Grade Loop (SL 1) - Zone 1 --- UECS1	1		UEP95	UECS1			9.77									
	2-Wire Voice Grade Loop (SL 1) - Zone 2 --- UECS1	2		UEP95	UECS1			13.88									
	2-Wire Voice Grade Loop (SL 1) - Zone 3 --- UECS1	3		UEP95	UECS1			24.63									
	2-Wire Voice Grade Loop (SL 2) - Zone 1 --- UECS2	1		UEP95	UECS2			12.24									
	2-Wire Voice Grade Loop (SL 2) - Zone 2 --- UECS2	2		UEP95	UECS2			17.40									
	2-Wire Voice Grade Loop (SL 2) - Zone 3 --- UECS2	3		UEP95	UECS2			30.87									
Port Rates - Cost Based - 7/1/2004 through 12/31/2004																	
The following port rates are effective in all states except when the top 8 MSA exception applies. These port rates will be effective from 7/1/2004 through 12/31/2004																	
	2-Wire Voice Grade Port (Centrex) Basic Local Area (E:7/1/2004)			UEP95	UEPYA	1.17		53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex 800 termination) (E:7/1/2004)			UEP95	UEPYB	1.17		53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area (E:7/1/2004)			UEP95	UEPYH	1.17		53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Basic Local Area (E:7/1/2004)			UEP95	UEPYM	1.17		139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area (E:7/1/2004)			UEP95	UEPYZ	1.17		139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area (E:7/1/2004)			UEP95	UEPY9	1.17		53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area (E:7/1/2004)			UEP95	UEPY2	1.17		53.31	26.46	27.50	8.37						
AL, KY, LA, MS, SC, & TN Only																	
FL & GA Only																	
	2-Wire Voice Grade Port (Centrex) (E:7/1/2004)			UEP95	UEPHA	1.17		53.31	26.46	27.50	8.37						

Services - Florida										Attachment: 1		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	OSS Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN
							First	Add'l	First	Add'l										
	2-Wire Voice Grade Port (Centrex 800 termination) (E:7/1/2004)			UEP95	UEPHB	1.17	53.31	26.46	27.50	8.37										
	2-Wire Voice Grade Port (Centrex with Caller ID)1(E:7/1/2004)			UEP95	UEPHH	1.17	53.31	26.46	27.50	8.37										
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 (E:7/1/2004)			UEP95	UEPHM	1.17	139.49	86.10	65.41	13.81										
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term (E:7/1/2004)			UEP95	UEPHZ	1.17	139.49	86.10	65.41	13.81										
	2-Wire Voice Grade Port terminated in on Megalink or equivalent (E:7/1/2004)			UEP95	UEPH9	1.17	53.31	26.46	27.50	8.37										
	2-Wire Voice Grade Port Terminated on 800 Service Term (E:7/1/2004)			UEP95	UEPH2	1.17	53.31	26.46	27.50	8.37										
Port Rates - Effective Region Wide - 1/1/2005																				
The following port rates are effective as specified on 1/1/2005																				
	2-Wire Voice Grade Port (Centrex) Basic Local Area (E:1/1/2005)			UEP95	UEPYA	11.17	46.59	9.98												
	2-Wire Voice Grade Port (Centrex 800 termination) (E:1/1/2005)			UEP95	UEPYB	11.17	46.59	9.98												
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area (E:1/1/2005)			UEP95	UEPYH	11.17	46.59	9.98												
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area (E:1/1/2005)			UEP95	UEPYM	11.17	235.64	114.90												
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area (E:1/1/2005)			UEP95	UEPYZ	11.17	235.64	114.90												
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area (E:1/1/2005)			UEP95	UEPY9	11.17	46.59	9.98												
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area (E:1/1/2005)			UEP95	UEPY2	11.17	46.59	9.98												
AL, KY, LA, MS, SC, & TN Only																				
FL & GA Only																				
	2-Wire Voice Grade Port (Centrex) (E:1/1/2005)			UEP95	UEPHA	11.17	46.59	9.98												
	2-Wire Voice Grade Port (Centrex 800 termination) (E:1/1/2005)			UEP95	UEPHB	11.17	46.59	9.98												
	2-Wire Voice Grade Port (Centrex with Caller ID)1 (E:1/1/2005)			UEP95	UEPHH	11.17	46.59	9.98												
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 (E:1/1/2005)			UEP95	UEPHM	11.17	235.64	114.90												
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term (E:1/1/2005)			UEP95	UEPHZ	11.17	235.64	114.90												
	2-Wire Voice Grade Port terminated in on Megalink or equivalent (E:1/1/2005)			UEP95	UEPH9	11.17	46.59	9.98												
	2-Wire Voice Grade Port Terminated on 800 Service Term (E:1/1/2005)			UEP95	UEPH2	11.17	46.59	9.98												
Local Switching																				
	Centrex Intercom: Functionality, per port			UEP95	URECS	0.7364														
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																				
	Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00												
	Network Access Register - Indial			UEP95	UARIX	0.00	0.00	0.00												
	Network Access Register - Ouidial			UEP95	UAROX	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	15.60													
	Interoffice Channel Mileage - 2-Wire																			

Services - Florida														Attachment: 1		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	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
	Interoffice Channel Facilities Termination			UEP95	M1GBC	25.32																	
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.0091																	
	Feature Activations (DSO) 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 Tjle Line/Trunk Loop Slot			UEP95	1PQWQ	0.66																	
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66																	
	Non-recurring charges (NRC) cost based - 7/1/2004 through 12/31/2004																						
	The following rates are effective in all states except when the top 8 MSA exception applies. These rates will be effective from 7/1/2004 through 12/31/2004.																						
	Non-Recurring Charges (NRC)																						
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port (E:7/1/2004)			UEP95	USAC2	0.00			21.50	8.42													
	Conversion of Existing Centrex Common Block, each (E:7/1/2004)			UEP95	USACN				5.17	8.32													
	New Centrex Standard Common Block (E:7/1/2004)			UEP95	M1ACS	0.00			618.82														
	New Centrex Customized Common Block (E:7/1/2004)			UEP95	M1ACC	0.00			618.82														
	NAR Establishment Charge, Per Occasion (E:7/1/2004)			UEP95	URECA	0.00			66.48														
	Non-Recurring Charges (NRC) - Effective Region Wide - 1/1/2005																						
	The following rates are effective as specified on 1/1/2005																						
	Non-Recurring Charges (NRC)																						
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port (E:1/1/2005)			UEP95	USAC2	0.00			10.00	10.00													
	Conversion of Existing Centrex Common Block, each (E:1/1/2005)			UEP95	USACN				40.00	20.00													
	New Centrex Standard Common Block (E:1/1/2005)			UEP95	M1ACS	0.00			770.00														
	New Centrex Customized Common Block (E:1/1/2005)			UEP95	M1ACC	0.00			770.00														
	NAR Establishment Charge, Per Occasion (E:1/1/2005)			UEP95	URECA	0.00			85.00														
	Additional Non-Recurring Charges (NRC)																						
	Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL				8.33	0.83													
	Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN				11.21	1.10													
	DMS100 SWITCH (Valid in All States)																						
	Loop Rates																						
	2-Wire Voice Grade Loop (SL 1) - Zone 1 -- UECS1		1	UEP9D	UECS1	9.77																	
	2-Wire Voice Grade Loop (SL 1) - Zone 2 -- UECS1		2	UEP9D	UECS1	13.88																	
	2-Wire Voice Grade Loop (SL 1) - Zone 3 -- UECS1		3	UEP9D	UECS1	24.63																	
	2-Wire Voice Grade Loop (SL 2) - Zone 1 -- UECS2		1	UEP9D	UECS2	12.24																	
	2-Wire Voice Grade Loop (SL 2) - Zone 2 -- UECS2		2	UEP9D	UECS2	17.40																	
	2-Wire Voice Grade Loop (SL 2) - Zone 3 -- UECS2		3	UEP9D	UECS2	30.87																	
	Port Rates - Cost Based - 7/1/2004 through 12/31/2004																						
	The following port rates are effective in all states except when the top 8 MSA exception applies. These port rates will be effective from 7/1/2004 through 12/31/2004																						
	ALL STATES																						
	2-Wire Voice Grade Port (Centrex) Basic Local Area (E:7/1/2004)			UEP9D	UEPYA	1.17																	
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area (E:7/1/2004)			UEP9D	UEPYB	1.17	53.31	26.46	27.50	8.37													
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area (E:7/1/2004)			UEP9D	UEPYC	1.17	53.31	26.46	27.50	8.37													
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area (E:7/1/2004)			UEP9D	UEPYD	1.17	52.21	26.46	27.50	8.37													

Services - Florida										Attachment: ↑	Exhibit: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYE	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYF	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area (E:7/1/2004)			UEP9D	UEPYG	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYT	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYU	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYV	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area (E:7/1/2004)			UEP9D	UEPY3	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area (E:7/1/2004)			UEP9D	UEPYH	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYW	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYJ	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area (E:7/1/2004)			UEP9D	UEPYM	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYO	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYP	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYQ	1.17	139.49	86.10	65.41	13.81					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYR	1.17	139.49	86.10	65.41	13.81					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYS	1.17	139.49	86.10	65.41	13.81					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPY4	1.17	139.49	86.10	65.41	13.81					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPY5	1.17	139.49	86.10	65.41	13.81					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPY6	1.17	139.49	86.10	65.41	13.81					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPY7	1.17	139.49	86.10	65.41	13.81					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term (E:7/1/2004)			UEP9D	UEPYZ	1.17	139.49	86.10	65.41	13.81					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area (E:7/1/2004)			UEP9D	UEPY9	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area (E:7/1/2004)			UEP9D	UEPY2	1.17	53.31	26.46	27.50	8.37					
	FL & GA Only														
	2-Wire Voice Grade Port (Centrex) (E:7/1/2004)			UEP9D	UEPHA	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex 800 termination) (E:7/1/2004)			UEP9D	UEPHB	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3 (E:7/1/2004)			UEP9D	UEPHC	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3 (E:7/1/2004)			UEP9D	UEPHD	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3 (E:7/1/2004)			UEP9D	UEPHE	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3 (E:7/1/2004)			UEP9D	UEPHF	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3 (E:7/1/2004)			UEP9D	UEPHG	1.17	53.31	26.46	27.50	8.37					

Services - Florida										Attachment: 1		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)						
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3 (E:7/1/2004)			UEP9D	UEPHT	1.17	53.31	26.46	27.50	8.37												
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3 (E:7/1/2004)			UEP9D	UEPHU	1.17	53.31	26.46	27.50	8.37												
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3 (E:7/1/2004)			UEP9D	UEPHV	1.17	53.31	26.46	27.50	8.37												
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3 (E:7/1/2004)			UEP9D	UEPH3	1.17	53.31	26.46	27.50	8.37												
	2-Wire Voice Grade Port (Centrex with Caller ID) (E:7/1/2004)			UEP9D	UEPHH	1.17	53.31	26.46	27.50	8.37												
	2-Wire Voice Grade Port (Centrex/Caller iD/Msg Wtg Lamp Indication)3 (E:7/1/2004)			UEP9D	UEPHW	1.17	53.31	26.46	27.50	8.37												
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3 (E:7/1/2004)			UEP9D	UEPHJ	1.17	53.31	26.46	27.50	8.37												
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 (E:7/1/2004)			UEP9D	UEPHM	1.17	139.49	86.10	65.41	13.81												
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 (E:7/1/2004)			UEP9D	UEPHO	1.17	139.49	86.10	65.41	13.81												
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 (E:7/1/2004)			UEP9D	UEPHP	1.17	139.49	86.10	65.41	13.81												
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 (E:7/1/2004)			UEP9D	UEPHQ	1.17	139.49	86.10	65.41	13.81												
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 (E:7/1/2004)			UEP9D	UEPHR	1.17	139.49	86.10	65.41	13.81												
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 (E:7/1/2004)			UEP9D	UEPHS	1.17	139.49	86.10	65.41	13.81												
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 (E:7/1/2004)			UEP9D	UEPH4	1.17	139.49	86.10	65.41	13.81												
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 (E:7/1/2004)			UEP9D	UEPH5	1.17	139.49	86.10	65.41	13.81												
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 (E:7/1/2004)			UEP9D	UEPH6	1.17	139.49	86.10	65.41	13.81												
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 (E:7/1/2004)			UEP9D	UEPH7	1.17	139.49	86.10	65.41	13.81												
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term (E:7/1/2004)			UEP9D	UEPHZ	1.17	139.49	86.10	65.41	13.81												
	2-Wire Voice Grade Port terminated in on Megalink or equivalent (E:7/1/2004)			UEP9D	UEPH9	1.17	53.31	26.46	27.50	8.37												
	2-Wire Voice Grade Port Terminated on 800 Service Term (E:7/1/2004)			UEP9D	UEPH2	1.17	53.31	26.46	27.50	8.37												
Port Rates - Effective Region Wide - 1/1/2005																						
The following port rates are effective as specified on 1/1/2005																						
ALL STATES																						
	2-Wire Voice Grade Port (Centrex) Basic Local Area (E:1/1/2005)			UEP9D	UEPYA	11.17	46.59	9.98														
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area (E:1/1/2005)			UEP9D	UEPYB	11.17	46.59	9.98														
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area (E:1/1/2005)			UEP9D	UEPYC	11.17	46.59	9.98														
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area (E:1/1/2005)			UEP9D	UEPYD	11.17	46.59	9.98														
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3 Basic Local Area (E:1/1/2005)			UEP9D	UEPYE	11.17	46.59	9.98														
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3 Basic Local Area (E:1/1/2005)			UEP9D	UEPYF	11.17	46.59	9.98														
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3Basic Local Area (E:1/1/2005)			UEP9D	UEPYG	11.17	46.59	9.98														
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3 Basic Local Area (E:1/1/2005)			UEP9D	UEPYT	11.17	46.59	9.98														

Services - Florida						Attachment: 1	Exhibit: A									
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3 Basic Local Area (E:1/1/2005)			UEP9D	UEPYU	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3 Basic Local Area (E:1/1/2005)			UEP9D	UEPYV	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3 Basic Local Area (E:1/1/2005)			UEP9D	UEPY3	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area (E:1/1/2005)			UEP9D	UEPYH	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3 Basic Local Area (E:1/1/2005)			UEP9D	UEPYW	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3 Basic Local Area (E:1/1/2005)			UEP9D	UEPYJ	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area (E:1/1/2005)			UEP9D	UEPYM	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area (E:1/1/2005)			UEP9D	UEPYO	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area (E:1/1/2005)			UEP9D	UEPYP	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area (E:1/1/2005)			UEP9D	UEPYQ	11.17	235.64	114.90								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area (E:1/1/2005)			UEP9D	UEPYR	11.17	235.64	114.90								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area (E:1/1/2005)			UEP9D	UEPYS	11.17	235.64	114.90								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area (E:1/1/2005)			UEP9D	UEPY4	11.17	235.64	114.90								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area (E:1/1/2005)			UEP9D	UEPY5	11.17	235.64	114.90								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area (E:1/1/2005)			UEP9D	UEPY6	11.17	235.64	114.90								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area (E:1/1/2005)			UEP9D	UEPY7	11.17	235.64	114.90								
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service			UEP9D	UEPYZ	11.17	235.64	114.90								
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area (E:1/1/2005)			UEP9D	UEPY9	11.17	46.59	9.98								
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area (E:1/1/2005)			UEP9D	UEPY2	11.17	46.59	9.98								
FL & GA Only	2-Wire Voice Grade Port (Centrex) (E:1/1/2005)			UEP9D	UEPHA	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex 800 termination) (E:1/1/2005)			UEP9D	UEPHB	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3 (E:1/1/2005)			UEP9D	UEPHC	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3 (E:1/1/2005)			UEP9D	UEPHD	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3 (E:1/1/2005)			UEP9D	UEPHE	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3 (E:1/1/2005)			UEP9D	UEPHF	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3 (E:1/1/2005)			UEP9D	UEPHG	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3 (E:1/1/2005)			UEP9D	UEPHT	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3 (E:1/1/2005)			UEP9D	UEPHU	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3 (E:1/1/2005)			UEP9D	UEPHV	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3 (E:1/1/2005)			UEP9D	UEPH3	11.17	46.59	9.98								

Services - Florida										Attachment: 1		Exhibit: A			
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66									
	Feature Activation on D-4 Channel Bank Tjje 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) Cost Based - 7/1/2004 through 12/31/2004															
The following rates are effective in all states except when the top 8 MSA exception applies These rates will be effective from 7/1/2004 through 12/31/2004															
Non-Recurring Charges (NRC)															
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port (E.7.1.2004)			UEP9D	USAC2	0.00	21.50	8.42							
	Conversion of Existing Centrex Common Block, each (E:7/1/2004)			UEP9D	USACN		5.17	8.32							
	New Centrex Standard Common Block (E:7/1/2004)			UEP9D	M1ACS	0.00	618.82								
	New Centrex Customized Common Block (E:7/1/2004)			UEP9D	M1ACC	0.00	618.82								
	NAR Establishment Charge, Per Occasion (E:7/1/2004)			UEP9D	URECA	0.00	66.48								
Non-Recurring Charges (NRC) - Effective Region Wide - 1/1/2005															
The following rates are effective as specified on 1/1/2005															
Non-Recurring Charges (NRC)															
	Converts on - Existing Platform Switch-As-Is with allowed changes, per port (E.1.1.2005)			UEP9D	USAC2	0.00	10.00	10.00							
	Conversion of Existing Centrex Common Block, each (E:1/1/2005)			UEP9D	USACN		40.00	20.00							
	New Centrex Standard Common Block (E:1/1/2005)			UEP9D	M1ACS	0.00	770.00								
	New Centrex Customized Common Block (E:1/1/2005)			UEP9D	M1ACC	0.00	770.00								
	NAR Establishment Charge, Per Occasion (E:1/1/2005)			UEP9D	URECA	0.00	85.00								
Additional Non-Recurring Charges (NRC)															
	Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83							
	Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11.21	1.10							
EWSD SWITCH (Valid in AL, FL, KY, LA, MS & TN)															
Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1 -- UECS1		1	UEP9E	UECS1		9.77								
	2-Wire Voice Grade Loop (SL 1) - Zone 2 -- UECS1		2	UEP9E	UECS1		13.88								
	2-Wire Voice Grade Loop (SL 1) - Zone 3 -- UECS1		3	UEP9E	UECS1		24.63								
	2-Wire Voice Grade Loop (SL 2) - Zone 1 -- UECS2		1	UEP9E	UECS2		12.24								
	2-Wire Voice Grade Loop (SL 2) - Zone 2 -- UECS2		2	UEP9E	UECS2		17.40								
	2-Wire Voice Grade Loop (SL 2) - Zone 3 -- UECS2		3	UEP9E	UECS2		30.67								
Port Rates - Cost Based - 7/1/2004 through 12/31/2004															
The following port rates are effective in all states except when the top 8 MSA exception applies. These port rates will be effective from 7/1/2004 through 12/31/2004															
AL, FL, KY, LA, MS, & TN only															
	2-Wire Voice Grade Port (Centrex) Basic Local Area (E:7/1/2004)			UEP9E	UEPYA	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area (E:7/1/2004)			UEP9E	UEPYB	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex with Caller ID)Basic Local Area (E:7/1/2004)			UEP9E	UEPYH	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area (E:7/1/2004)			UEP9E	UEPYM	1.17	139.49	86.10	65.41	13.81					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area (E:7/1/2004)			UEP9E	UEPYZ	1.17	139.49	86.10	65.41	13.81					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area (E:7/1/2004)			UEP9E	UEPY9	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area (E:7/1/2004)			UEP9E	UEPY2	1.17	53.31	26.46	27.50	8.37					
Florida Only															
	2-Wire Voice Grade Port (Centrex) (E:7/1/2004)			UEP9E	UEPHA	1.17	53.31	26.46	27.50	8.37					
	2-Wire Voice Grade Port (Centrex 800 termination) (E:7/1/2004)			UEP9E	UEPHB	1.17	53.31	26.46	27.50	8.37					

Services - Florida												Attachment: 1		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex with Caller ID)1 (E:7/1/2004)			UEP9E	UEPHH	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 (E:7/1/2004)			UEP9E	UEPHM	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term (E:7/1/2004)			UEP9E	UEPHZ	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent (E:7/1/2004)			UEP9E	UEPH9	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term (E:7/1/2004)			UEP9E	UEPH2	1.17	53.31	26.46	27.50	8.37						
Port Rates - Effective Region Wide - 1/1/2005																
The following port rates are effective as specified on 1/1/2005																
AL, FL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area (E:1/1/2005)			UEP9E	UEPYA	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area (E:1/1/2005)			UEP9E	UEPYB	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area (E:1/1/2005)			UEP9E	UEPYH	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area (E:1/1/2005)			UEP9E	UEPYM	11.17	235.64	114.90								
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area (E:1/1/2005)			UEP9E	UEPYZ	11.17	235.64	114.90								
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area (E:1/1/2005)			UEP9E	UEPY9	11.17	46.59	9.98								
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area (E:1/1/2005)			UEP9E	UEPY2	11.17	46.59	9.98								
Florida Only																
	2-Wire Voice Grade Port (Centrex) (E:1/1/2005)			UEP9E	UEPHA	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex 800 termination)(E:1/1/2005)			UEP9E	UEPHB	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex with Caller ID)1(E:1/1/2005)			UEP9E	UEPHH	11.17	46.59	9.98								
	2-Wire Voice Grade Port (Centrex from a ff Serving Wire Center)2 (E:1/1/2005)			UEP9E	UEPHM	11.17	235.64	114.90								
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term (E:1/1/2005)			UEP9E	UEPHZ	11.17	235.64	114.90								
	2-Wire Voice Grade Port terminated in on Megalink or equivalent (E:1/1/2005)			UEP9E	UEPH9	11.17	46.59	9.98								
	2-Wire Voice Grade Port Terminated on 800 Service Term (E:1/1/2005)			UEP9E	UEPH2	11.17	46.59	9.98								
Local Switching																
	Centrex Intercom Functionality, per port			UEP9E	URECS	0.7384										
Features Effective 1/1/2005 Region Wide																
	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										
MISC																
	Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00								
	Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00								
	Network Access Register - Outdial			UEP9E	UAROX	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										

Services - Florida										Attachment: 1		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 First	Nonrecurring Add'l	Nonrecurring Disconnect First						
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 T1e 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) Cost Based - 7/1/2004 through 12/31/2004															
The following rates are effective in all states except when the top 8 MSA exception applies These rates will be effective from 7/1/2004 through 12/31/2004															
Non-Recurring Charges (NRC)															
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port (E:7/1/2004)			UEP9E	USAC2	0.00	21.50	8.42							
	Conversion of Existing Centrex Common Block, each (E:7/1/2004)			UEP9E	USACN		5.17	8.32							
	New Centrex Standard Common Block (E:7/1/2004)			UEP9E	M1ACS	0.00	618.82								
	New Centrex Customized Common Block (E:7/1/2004)			UEP9E	M1ACC	0.00	618.82								
	NAR Establishment Charge, Per Occasion (E:7/1/2004)			UEP9E	URECA	0.00	66.48								
Non-Recurring Charges (NRC) - Effective Region Wide - 1/1/2005															
The following rates are effective as specified on 1/1/2005															
Non-Recurring Charges (NRC)															
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port (E:1/1/2005)			UEP9E	USAC2	0.00	10.00	10.00							
	Conversion of Existing Centrex Common Block, each (E:1/1/2005)			UEP9E	USACN		40.00	20.00							
	New Centrex Standard Common Block (E:1/1/2005)			UEP9E	M1ACS	0.00	770.00								
	New Centrex Customized Common Block (E:1/1/2005)			UEP9E	M1ACC	0.00	770.00								
	NAR Establishment Charge, Per Occasion (E:1/1/2005)			UEP9E	URECA	0.00	85.00								
Additional Non-Recurring Charges (NRC)															
	Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9E	URETL		8.33	0.83							
	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 - Requires Interoffice Channel Mileage															
Note 3 - Requires Specific Customer Premises Equipment															
DS0 WHOLESale LOCAL VOICE PLATFORM SERVICE - CENTREX - LA. - MARKET RATES - 7/1/2004 - MB															
The Following Port, Feature, and Non-Recurring Charges are subject to the following terms and conditions:															
> DS0 Wholesale Local Platform Services that are currently existing at the end-user premises or New Installs in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines. The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville). These Enterprise Rates will be effective from 7/1/2004 through 12/31/2004.															
DS0 WHOLESale LOCAL VOICE PLATFORM SERVICE - CENTREX BY CENTRAL OFFICE SWITCH TYPE															
1AESS SWITCH - (Valid in AL, FL, GA, KY, LA, MS, & TN)															
Port Rates - Top 8 MSAs 7/1/2004 through 12/31/2004															
All States (Except North Carolina and South Carolina)															
	2-Wire Voice Grade Port (Centrex) Basic Local Area (E:7/1/2004)			UEP91	UEPYA	14.00	70.00	35.00	35.00	10.00					
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area (E:7/1/2004)			UEP91	UEPYB	14.00	70.00	35.00	35.00	10.00					
	2-Wire Voice Grade Port (Centrex with Caller ID)Basic Local Area (E:7/1/2004)			UEP91	UEPYH	14.00	70.00	35.00	35.00	10.00					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area (E:7/1/2004)			UEP91	UEPYM	14.00	180.00	110.00	85.00	20.00					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area (E:7/1/2004)			UEP91	UEPYZ	14.00	180.00	110.00	85.00	20.00					

Services - Florida										Attachment: 1						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Submitted Elec per LSR	Submitted Manually per LSR	Charge - Manual Svc Order vs. Electronic-1st	Charge - Manual Svc Order vs. Electronic-Add'l	Charge - Manual Svc Order vs. Electronic-Disc 1st	Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area (E:7/1/2004)			UEP91	UEPY9	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area (E:7/1/2004)			UEP91	UEPY2	14.00	70.00	35.00	35.00	10.00						
Georgia and Florida Only																
	2-Wire Voice Grade Port (Centrex) (E:7/1/2004)			UEP91	UEPHA	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex 800 termination) (E:7/1/2004)			UEP91	UEPHB	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex with Caller ID)1 (E:7/1/2004)			UEP91	UEPHH	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 (E:7/1/2004)			UEP91	UEPHM	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term (E:7/1/2004)			UEP91	UEPHZ	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent (E:7/1/2004)			UEP91	UEPH9	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port Terminated on 800 Service Term (E:7/1/2004)			UEP91	UEPH2	14.00	70.00	35.00	35.00	10.00						
Features Effective 7/1/2004 - Top 8 MSAs Only																
	All Standard Features Offered, per port (E:7/1/2004)			UEP91	UEPVF	0.00										
	All Select Features Offered, per port (E:7/1/2004)			UEP91	UEPVS	0.00	370.70									
	All Centrex Control Features Offered, per port (E:7/1/2004)			UEP91	UEPVC	0.00										
Non-Recurring Charges (NRC) - Top 8 MSAs 7/1/2004 through 12/31/2004																
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port (E:7/1/2004)			UEP91	USAC2		21.50	8.42								
	Conversion of Existing Centrex Common Block (E:7/1/2004)			UEP91	USACN			5.17	8.32							
	New Centrex Standard Common Block (E:7/1/2004)			UEP91	M1ACS	0.00	618.82									
	New Centrex Customized Common Block (E:7/1/2004)			UEP91	M1ACC	0.00	618.82									
	Secondary Block, per Block (E:7/1/2004)			UEP91	M2CC1	0.00	71.31									
	NAR Establishment Charge, Per Occasion (E:7/1/2004)			UEP91	URECA	0.00	66.48									
5ESS SWITCH (Valid in All States)																
Port Rates - Top 8 MSAs 7/1/2004 through 12/31/2004																
	2-Wire Voice Grade Port (Centrex) Basic Local Area (E:7/1/2004)			UEP95	UEPYA	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex 800 termination) (E:7/1/2004)			UEP95	UEPYB	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex with Caller ID)1 Basic Local Area (E:7/1/2004)			UEP95	UEPYH	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area (E:7/1/2004)			UEP95	UEPYM	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area (E:7/1/2004)			UEP95	UEPYZ	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area (E:7/1/2004)			UEP95	UEPY9	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area (E:7/1/2004)			UEP95	UEPY2	14.00	70.00	35.00	35.00	10.00						
AL, KY, LA, MS, SC, & TN Only																
FL & GA Only																
	2-Wire Voice Grade Port (Centrex) (E:7/1/2004)			UEP95	UEPHA	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex 800 termination) (E:7/1/2004)			UEP95	UEPHB	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex with Caller ID)1 (E:7/1/2004)			UEP95	UEPHH	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 (E:7/1/2004)			UEP95	UEPHM	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term (E:7/1/2004)			UEP95	UEPHZ	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent (E:7/1/2004)			UEP95	UEPH9	14.00	70.00	35.00	35.00	10.00						

Services - Florida		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1		Exhibit: A		
CATEGORY	RATE ELEMENTS					Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	OSS Rates(\$)			
							First	Add'l	First	Add'l			SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port Terminated on 800 Service Term (E:7/1/2004)			UEP95	UEPH2	14.00	70.00	35.00	35.00	10.00						
	Features Effective 7/1/2004 Top 8 MSAs Only															
	All Standard Features Offered, per port (E:7/1/2004)			UEP95	UEPVF	0.00										
	All Select Features Offered, per port (E:7/1/2004)			UEP95	UEPVS	0.00	370.70									
	All Centrex Control Features Offered, per port (E:7/1/2004)			UEP95	UEPVC	0.00										
	Non-Recurring Charges (NRC) - Top 8 MSAs 7/1/2004 through 12/31/2004															
	Non-Recurring Charges (NRC)															
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port (E:7/1/2004)			UEP95	USAC2	0.00	21.50	8.42								
	Conversion of Existing Centrex Common Block, each (E:7/1/2004)			UEP95	USACN		5.17	8.32								
	New Centrex Standard Common Block (E:7/1/2004)			UEP95	M1ACS	0.00	618.82									
	New Centrex Customized Common Block (E:7/1/2004)			UEP95	M1ACC	0.00	618.82									
	NAR Establishment Charge, Per Occasion (E:7/1/2004)			UEP95	URECA	0.00	66.45									
	DMS100 SWITCH (Valid in All States)															
	Port Rates - Top 8 MSAs 7/1/2004 through 12/31/2004															
	ALL STATES															
	2-Wire Voice Grade Port (Centrex) Basic Local Area (E:7/1/2004)			UEP9D	UEPYA	14.00										
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area (E:7/1/2004)			UEP9D	UEPYB	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area (E:7/1/2004)			UEP9D	UEPYC	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area (E:7/1/2004)			UEP9D	UEPYD	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYE	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYF	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3Basic Local Area (E:7/1/2004)			UEP9D	UEPYG	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYT	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYU	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYV	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3 Basic Local Area (E:7/1/2004)			UEP9D	UEPY3	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area (E:7/1/2004)			UEP9D	UEPYH	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYW	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYJ	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area (E:7/1/2004)			UEP9D	UEPYM	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYO	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYP	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYQ	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYR	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPYS	14.00	180.00	110.00	85.00	20.00						

Services - Florida										Attachment: 1	Exhibit: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPY4	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPY5	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPY6	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area (E:7/1/2004)			UEP9D	UEPY7	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term (E:7/1/2004)			UEP9D	UEPYZ	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area (E:7/1/2004)			UEP9D	UEPY9	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area (E:7/1/2004)			UEP9D	UEPY2	14.00	70.00	35.00	35.00	10.00						
	FL & GA Only															
	2-Wire Voice Grade Port (Centrex) (E:7/1/2004)			UEP9D	UEPHA	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex 800 termination) (E:7/1/2004)			UEP9D	UEPHB	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3 (E:7/1/2004)			UEP9D	UEPHC	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3 (E:7/1/2004)			UEP9D	UEPHD	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3 (E:7/1/2004)			UEP9D	UEPHE	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3 (E:7/1/2004)			UEP9D	UEPHF	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3 (E:7/1/2004)			UEP9D	UEPHG	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3 (E:7/1/2004)			UEP9D	UEPHT	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3 (E:7/1/2004)			UEP9D	UEPHU	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3 (E:7/1/2004)			UEP9D	UEPHV	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3 (E:7/1/2004)			UEP9D	UEPH3	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex with Caller ID) (E:7/1/2004)			UEP9D	UEPHH	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3 (E:7/1/2004)			UEP9D	UEPHW	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3 (E:7/1/2004)			UEP9D	UEPHJ	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 (E:7/1/2004)			UEP9D	UEPHM	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 (E:7/1/2004)			UEP9D	UEPHO	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 (E:7/1/2004)			UEP9D	UEPHP	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 (E:7/1/2004)			UEP9D	UEPHQ	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 (E:7/1/2004)			UEP9D	UEPHR	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 (E:7/1/2004)			UEP9D	UEPHS	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 (E:7/1/2004)			UEP9D	UEPH4	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 (E:7/1/2004)			UEP9D	UEPH5	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 (E:7/1/2004)			UEP9D	UEPH6	14.00	180.00	110.00	85.00	20.00						

Services - Florida									Attachment: 1		Exhibit: A			
CATEGORY	RATE ELEMENTS	USOC	RATES(\$)	Submitted Elec per LSR	Submitted Manually per LSR	Charge - Manual Svc Order vs. Electronic-1st	Charge - Manual Svc Order vs. Electronic-Add'l	Charge - Manual Svc Order vs. Electronic-Disc 1st	Charge - Manual Svc Order vs. Electronic-Disc Add'l					
										OSS Rates(\$)				
				Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5316)2, 3 (E:7/1/2004)	UEP9D	UEPH7	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term (E:7/1/2004)	UEP9D	UEPH7	14.00	180.00	110.00	85.00	20.00						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent (E:7/1/2004)	UEP9D	UEPH9	14.00	70.00	35.00	35.00	10.00						
	2-Wire Voice Grade Port Terminated on 800 Service Term (E:7/1/2004)	UEP9D	UEPH2	14.00	70.00	35.00	35.00	10.00						
	Features Effective 7/1/2004 Top 8 MSAs Only													
	All Standard Features Offered, per port (E:7/1/2004)	UEP9D	UEPVF	0.00										
	All Select Features Offered, per port (E:7/1/2004)	UEP9D	UEPVS	0.00	370.70									
	All Centrex Control Features Offered, per port (E:7/1/2004)	UEP9D	UEPVC	0.00										
	Non-Recurring Charges (NRC) - Top 8 MSAs 7/1/2004 through 12/31/2004													
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port (E:7/1/2004)	UEP9D	USAC2	0.00	21.50	8.42								
	Conversion of Existing Centrex Common Block, each (E:7/1/2004)	UEP9D	USACN		5.17	8.32								
	New Centrex Standard Common Block (E:7/1/2004)	UEP9D	M1ACS	0.00	618.82									
	New Centrex Customized Common Block (E:7/1/2004)	UEP9D	M1ACC	0.00	618.82									
	NAR Establishment Charge, Per Occasion (E:7/1/2004)	UEP9D	URECA	0.00	66.48									
	EWSD SWITCH (Valid in AL, FL, KY, LA, MS & TN)													
	Port Rates - Top 8 MSAs 7/1/2004 through 12/31/2004													
	AL, FL, KY, LA, MS, & TN only													
	2-Wire Voice Grade Port (Centrex) Basic Local Area (E:7/1/2004)	UEP9E	UEPYA	14.00	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area (E:7/1/2004)	UEP9E	UEPYB	14.00	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area (E:7/1/2004)	UEP9E	UEPYH	14.00	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area (E:7/1/2004)	UEP9E	UEPYM	14.00	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area (E:7/1/2004)	UEP9E	UEPYZ	14.00	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area (E:7/1/2004)	UEP9E	UEPY9	14.00	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area (E:7/1/2004)	UEP9E	UEPY2	14.00	53.31	26.46	27.50	8.37						
	Florida Only													
	2-Wire Voice Grade Port (Centrex) (E:7/1/2004)	UEP9E	UEPHA	14.00	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex 800 termination) (E:7/1/2004)	UEP9E	UEPHB	14.00	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1 (E:7/1/2004)	UEP9E	UEPHH	14.00	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 (E:7/1/2004)	UEP9E	UEPHM	14.00	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term (E:7/1/2004)	UEP9E	UEPHZ	14.00	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent (E:7/1/2004)	UEP9E	UEPH9	14.00	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term (E:7/1/2004)	UEP9E	UEPH2	14.00	53.31	26.46	27.50	8.37						
	Features Effective 7/1/2004 Top 8 MSAs Only													
	All Standard Features Offered, per port (E:7/1/2004)	UEP9E	UEPVF	0.00										
	All Select Features Offered, per port (E:7/1/2004)	UEP9E	UEPVS	0.00	370.70									
	All Centrex Control Features Offered, per port (E:7/1/2004)	UEP9E	UEPVC	0.00										
	Non-Recurring Charges (NRC) - Top 8 MSAs 7/1/2004 through 12/31/2004													
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port (E:7/1/2004)	UEP9E	USAC2	0.00	21.50	8.42								

Services - Florida						Attachment: 1	Exhibit: A								
RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
					Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Conversion of Existing Centrex Common Block, each (E:7/1/2004)			UEP9E	USACN		5.17	8.32								
New Centrex Standard Common Block (E:7/1/2004)			UEP9E	M1ACS	0.00	618.82									
New Centrex Customized Common Block (E:7/1/2004)			UEP9E	M1ACC	0.00	618.82									
NAR Establishment Charge, Per Occasion (E:7/1/2004)			UEP9E	URECA	0.00	66.48									
DS0 WHOLESALE LOCAL SWITCHING PORTS - ENTERPRISE -MB															
DS0 WHOLESALE LOCAL SWITCHING PORTS - Enterprise Rates															
DS0 WHOLESALE LOCAL SWITCHING PORTS WITH REMOTE CALL FORWARDING CAPABILITY - Enterprise Rates															
REMOTE CALL FORWARDING SERVICE - (Residence)(Enterprise Rates)															
Remote Call Forwarding Service, Area Calling, Res (E:1/1/2005)			UEPVR	UERAC	11.40	46.59	9.38								
Remote Call Forwarding Service, Local Calling - Res (E:1/1/2005)			UEPVR	UERLC	11.40	46.59	9.38								
Remote Call Forwarding Service, InterLATA - Res (E:1/1/2005)			UEPVR	UERTE	11.40	46.59	9.38								
Remote Call Forwarding Service, IntraLATA - Res (E:1/1/2005)			UEPVR	UERTR	11.40	46.59	9.38								
Non-Recuring															
Remote Call Forwarding Service - Conversion - Switch-as-is (E:1/1/2005)			UEPVR	USAC2		10.00	10.00								
Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC) (E:1/1/2005)			UEPVR	USACC		10.00	10.00								
REMOTE CALL FORWARDING - (Business)(Enterprise Rates)															
Remote Call Forwarding Service, Area Calling - Bus (E:1/1/2005)			UEPVB	UERAC	11.40	46.59	9.98								
Remote Call Forwarding Service, Local Calling - Bus (E:1/1/2005)			UEPVB	UERLC	11.40	46.59	9.98								
Remote Call Forwarding Service, InterLATA - Bus (E:1/1/2005)			UEPVB	UERTE	11.40	46.59	9.98								
Remote Call Forwarding Service, IntraLATA - Bus (E:1/1/2005)			UEPVB	UERTR	11.40	46.59	9.98								
Remote Call Forwarding Service Expanded and Exception Local Calling (E:1/1/2005)			UEPVB	UERVJ	11.40	46.59	9.98								
Non-Recuring															
Remote Call Forwarding Service - Conversion - Switch-as-is (E:1/1/2005)			UEPVB	USAC2		10.00	10.00								
Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC) (E:1/1/2005)			UEPVB	USACC		10.00	10.00								
DS0 WHOLESALE LOCAL SWITCHING PORTS - MASS MARKET															
DS0 WHOLESALE LOCAL SWITCHING PORTS - Mass Market Rates															
DS0 WHOLESALE LOCAL SWITCHING PORTS WITH REMOTE CALL FORWARDING CAPABILITY - Mass Market Rates															
REMOTE CALL FORWARDING SERVICE - (Residence)(Mass Market Rates)															
Effective 7/1/2004															
Remote Call Forwarding Service, Area Calling, Res (E:7/1/2004)			UEPVR	UERAC	1.40	3.74	3.63	1.88	1.80						
Remote Call Forwarding Service, Local Calling - Res (E:7/1/2004)			UEPVR	UERLC	1.40	3.74	3.63	1.88	1.80						
Remote Call Forwarding Service, InterLATA - Res (E:7/1/2004)			UEPVR	UERTE	1.40	3.74	3.63	1.88	1.80						
Remote Call Forwarding Service, IntraLATA - Res (E:7/1/2004)			UEPVR	UERTR	1.40	3.74	3.63	1.88	1.80						
Effective 1/1/2005															
Remote Call Forwarding Service, Area Calling, Res (E:1/1/2005)			UEPVR	UERAC	8.40	31.27	9.38								
Remote Call Forwarding Service, Local Calling - Res (E:1/1/2005)			UEPVR	UERLC	8.40	31.27	9.38								
Remote Call Forwarding Service, InterLATA - Res (E:1/1/2005)			UEPVR	UERTE	8.40	31.27	9.38								
Remote Call Forwarding Service, IntraLATA - Res (E:1/1/2005)			UEPVR	UERTR	8.40	31.27	9.38								
Non-Recuring (Residence)(Mass Market Rates)															
Effective 7/1/2004															
Remote Call Forwarding Service - Conversion - Switch-as-is (E:7/1/2004)			UEPVR	USAC2		2.01	0.31								
Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC) (E:7/1/2004)			UEPVR	USACC		2.01	0.31								
Effective 1/1/2005															

Services - Florida										Attachment: 1		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)	
	Remote Call Forwarding Service - Conversion - Switch-as-is (E:1/1/2005)			UEPVR	USAC2														
	Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC) (E:1/1/2005)			UEPVR	USACC														
	REMOTE CALL FORWARDING - (Business)(Mass Market Rates)																		
	Effective 7/1/2004																		
	Remote Call Forwarding Service, Area Calling - Bus (E:7/1/2004)			UEPVB	UERAC	1.40													
	Remote Call Forwarding Service, Local Calling - Bus (E:7/1/2004)			UEPVB	UERLC	1.40													
	Remote Call Forwarding Service, InterLATA - Bus (E:7/1/2004)			UEPVB	UERTE	1.40													
	Remote Call Forwarding Service, IntraLATA - Bus (E:7/1/2004)			UEPVB	UERTR	1.40													
	Remote Call Forwarding Service Expanded and Exception Local Calling (E:7/1/2004)			UEPVB	UERVJ	1.40													
	Effective 1/1/2005																		
	Remote Call Forwarding Service, Area Calling - Bus (E:1/1/2005)			UEPVB	UERAC	8.40													
	Remote Call Forwarding Service, Local Calling - Bus (E:1/1/2005)			UEPVB	UERLC	8.40													
	Remote Call Forwarding Service, InterLATA - Bus (E:1/1/2005)			UEPVB	UERTE	8.40													
	Remote Call Forwarding Service, IntraLATA - Bus (E:1/1/2005)			UEPVB	UERTR	8.40													
	Remote Call Forwarding Service Expanded and Exception Local Calling (E:1/1/2005)			UEPVB	UERVJ	8.40													
	Non-Recurring (Business)(Mass Market Rates)																		
	Effective 7/1/2004																		
	Remote Call Forwarding Service - Conversion - Switch-as-is (E:7/1/2004)			UEPVB	USAC2														
	Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC) (E:7/1/2004)			UEPVB	USACC														
	Effective 1/1/2005																		
	Remote Call Forwarding Service - Conversion - Switch-as-is (E:1/1/2005)			UEPVB	USAC2														
	Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC) (E:1/1/2005)			UEPVB	USACC														
	DS1 WHOLESale LOCAL SWITCHING PORTS																		
	EXCHANGE PORT RATES																		
	Exchange Ports - 4-Wire ISDN DS1 Port (See Note1 and 2 Below.)			UEPEX	UEPEX	402.00													
	Exchange Ports - 4-Wire ISDN DS1 Port with Detailed E911 Locator Capability (See Note1 and 2 Below.)			UEPEX	UEPEX	402.00													
	Exchange Ports - 4-Wire ISDN DS1 Port (See Note1 and 2 Below.)			UEPDX	UEPDX	402.00													
	Physical Collocation - DS1 Cross-Connects			UEPEX	UEPDX	1.32													
	Virtual collocation - cross-connect per DS1			UEPEX	UEPDX	7.50													
	Detailed E911 with Locator Capability (required with UEPEX port)																		
	Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Initial Profile Establishment per CLEC per State			UEPEX	UEP1A	0.00													
	Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Subsequent Profile Changes, Additions, Deletions			UEPEX	UEP1B	0.00													
	New or Additional PRI Telephone Numbers																		
	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													
	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													
	Exchange Ports, 4-Wire ISDN DS1 Port - Inward Telephone Numbers - Inward Data Only Option [New or Additional]			UEPDX	UEP1E	0.00													

Services - Florida										Attachment: 1		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 - Order vs. Disc 1st	Incremental Charge - Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 4-Wire ISDN DS1 Port - Subsequent [New] Inward Tel Numbers [Customer Testing Purposes]			UEPEX	PR7ZT	0.00	25.42	25.42								
	INTERFACE (Provisioning Only)															
	Voice/Data			UEPEX	PR71V	0.00	0.00	0.00								
	Digital Data			UEPEX	PR71D	0.00	0.00	0.00								
	Inward Data			UEPDX	PR71E	0.00	0.00	0.00								
	New or Additional Channel															
	New or Additional - Voice/Data "B" Channel			UEPEX	PR7BV	0.00	15.48									
	New or Additional - Digital Data "B" Channel			UEPEX	PR7BF	0.00	15.48									
	New or Additional Inward Data "B" Channel			UEPDX	PR7BD	0.00	15.48									
	New or Additional Usage Sensitive Voice Data "B" Channel			UEPEX	PR7BS	0.00										
	New or Additional Usage Sensitive Digital Data "B" Channel			UEPEX	PR7BU	0.00										
	New or Additional PRI "D" Channel			UEPEX	PR7EX	0.00	15.48									
	CALL TYPES															
	Inward			UEPEX UEPDX	PR7C1	0.00	0.00	0.00								
	Outward			UEPEX	PR7CO	0.00	0.00	0.00								
	Two-way			UEPEX	PR7CC	0.00	0.00	0.00								
	NOTE 1: 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 2: 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.															
	DSO WHOLESale LOCAL PLATFORM SERVICE - ENTERPRISE - MB															
	DSO Wholesale Local Platform Service-Direct Inward Dialing (DID)															
	DSO Loop Rates															
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 1		1	UEPPX	UECD1	12.24										
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 2		2	UEPPX	UECD1	17.40										
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 3		3	UEPPX	UECD1	30.87										
	DSO Port Rates															
	DSO Wholesale Local Platform Service DID Port in all areas outside of a Top 8 MSA will remain Telric Cost Based Rates from 7/1/2004 through 1/1/2005.															
	Exchange Ports - 2-Wire DID Port (E:7/1/2004)			UEPPX	UEPD1	8.71	214.16	98.29								
	Enterprise Port Rates become effective in all states, all MSAs on 1/1/2005															
	Exchange Ports - 2-Wire DID Port (E:1/1/2005)			UEPPX	UEPD1	28.71	414.16	198.29								
	NONRECURRING CHARGES - Existing Platform															
	All areas outside of a Top 8 MSA will remain Telric Cost Based Rates from 7/1/2004 through 1/1/2005.															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Existing Platform - Switch-As-Is (E:7/1/2004)			UEPPX	USAC1		7.85	1.87								
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes (E:7/1/2004)			UEPPX	USA1C		7.85	1.87								
	Enterprise Rates become effective in all states, all MSAs on 1/1/2005															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Existing Platform - Switch-As-Is (E:1/1/2005)			UEPPX	USAC1		10.00	10.00								
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes (E:1/1/2005)			UEPPX	USA1C		10.00	10.00								
	ADDITIONAL NRCs															
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32.26	32.26								
	Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11.21	1.10								
	Telephone Number/Trunk Group Establishment 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								
	DSO Wholesale Local Platform Service - ISDN/Basic Rate ISDN (ISDN/BRI)															
	DSO Wholesale Local Voice Service Platform Rates															
	ISDN Loop Rates															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UEPPB UEPBR	USL2X	15.25										
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UEPPB UEPBR	USL2X	21.67										

Services - Florida																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1 Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)			
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UEPPB UEPPR USL2X		38.46										
ISDN Port Rates																
DS0 Wholesale Local Platform Service- ISDN/BRI Port in all areas outside of a Top 8 MSA will remain Telric Cost Based Rates from 7/1/2004 through 1/1/2005.																
	Exchange Port - 2-Wire ISDN Line Side Port (E:7/1/2004)			UEPPR UEPPR		7.38	194.52	145.09								
	Exchange Port - 2-Wire ISDN Line Side Port (E:7/1/2004)			UEPPB UEPPB		7.38	194.52	145.09								
Enterprise Port Rates become effective in all states, all MSAs on 1/1/2005																
	Exchange Port - 2-Wire ISDN Line Side Port (E:1/1/2005)			UEPPR UEPPR		50.00	425.00	285.00								
	Exchange Port - 2-Wire ISDN Line Side Port (E:1/1/2005)			UEPPB UEPPB		50.00	425.00	285.00								
NONRECURRING CHARGES - Existing Platform																
All areas outside of a Top 8 MSA will remain Telric Cost Based Rates from 7/1/2004 through 1/1/2005.																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port - Conversion - (E:7/1/2004)			UEPPB UEPPR USACB		0.00	25.22	17.00								
Areas in a Top 8 MSA where 4 or more DS0 equivalents are present will remain Market Based Rates from 7/1/2004 through 1/1/2005.																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port - Conversion - (E:7/1/2004)			UEPPB UEPPR USACB			215.00	215.00								
Enterprise Rates become effective in all states, all MSAs on 1/1/2005																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port - Conversion - (E:1/1/2005)			UEPPB UEPPR USACB		0.00	90.00	65.00								
ADDITIONAL NRCs																
	Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB UEPPR URETN			11.21	1.10								
	Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB UEPPR URETL			8.33	0.83								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR U1UCA		0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR U1UCB		0.00	0.00	0.00								
	CSD			UEPPB UEPPR U1UCC		0.00	0.00	0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL, KY, LA, MS, SC, MS, & TN)																
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR U1UMA		0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile- All States Except Top 8 MSAs (E:7/1/2004)			UEPPB UEPPR UEPVF		2.26	0.00	0.00								
	All Vertical Features - One per Channel B User Profile- Top 8 MSAs (E:7/1/2004)			UEPPB UEPPR UEPVF		0.00	0.00	0.00								
	All Vertical Features - One per Channel B User Profile- All States (E:1/1/2005)			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								
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR M1GNM		0.0091	0.00	0.00								
DS0 WHOLESale LOCAL PLATFORM SERVICE - ENTERPRISE 7/1/2004 Through 1/1/2005 - MB																
DID - Enterprise Rates in Top 8 MSAs, effective 7/1/2004 through 1/1/2005																
DS0 Wholesale Local Platform Service DID Port in a Top 8 MSA where 4 or more DS0 equivalents are present will remain Market Based Rates from 7/1/2004 through 1/1/2005.																
	Exchange Ports - 2-Wire DID Port (E:7/1/2004)			UEPPX UEPPD1		55.00	850.00	75.00								
DID - NRC Enterprise Rates in Top 8 MSAs, effective 7/1/2004 through 1/1/2005																
Areas in a Top 8 MSA where 4 or more DS0 equivalents are present will remain Market Based Rates from 7/1/2004 through 1/1/2005.																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Existing Platform - Switch-As-Is (E:7/1/2004)			UEPPX USAC1			850.00	75.00								
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes (E:7/1/2004)			UEPPX USA1C			850.00	75.00								
BRI -- DS0 Wholesale Local Platform Service ISDN/BRI Port in a Top 8 MSA where 4 or more DS0 equivalents are present will remain Market Based Rates from 7/1/2004 through 1/1/2005.																
	Exchange Port - 2-Wire ISDN Line Side Port (E:7/1/2004)			UEPPR UEPPR		70.00	525.00	400.00								
	Exchange Port - 2-Wire ISDN Line Side Port (E:7/1/2004)			UEPPB UEPPB		70.00	525.00	400.00								
ISDN/BRI NRC																
Areas in a Top 8 MSA where 4 or more DS0 equivalents are present will remain Market Based Rates from 7/1/2004 through 1/1/2005.																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port - Conversion - (E:7/1/2004)			UEPPB UEPPR USACB			215.00	215.00								
DS1 WHOLESale LOCAL PLATFORM SERVICE																
DS1 Wholesale Local Platform Service - ISDN/Primary Rate ISDN (ISDN/PRI)																

Services - Florida																Attachment: 1		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	OSS Rates(\$)					
						Rec	Nonrecurring		Nonrecurring Disconnect							SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						First	Add'l	First	Add'l												
DS1 Wholesale Local Platform Service Rates																					
DS1 Loop Rates																					
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 1		1	UEPPP	USL4P	168.00															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 2		2	UEPPP	USL4P	175.00															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 3		3	UEPPP	USL4P	180.00															
DS1 Port Rate																					
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	402.00	1,200.00	1,000.00													
NONRECURRING CHARGES - Existing Platform																					
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port - Conversion -Switch-As-Is			UEPPP	USACP	0.00	500.00	500.00													
ADDITIONAL NRCs																					
	4-Wire DS1 Loop/4-W ISDN Digitl Trk Port - Subsqnt Actvty-Inward/two way Telephone Numbers (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 Telephone Numbers			UEPPP	PR7ZT		25.42	25.42													
INTERFACE (Provisioning Only)																					
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00													
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00													
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00													
New or Additional "B" Channel																					
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	20.00														
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	20.00														
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	20.00														
CALL TYPES																					
	Inward			UEPPP	PR7C1	0.00	0.00	0.00													
	Outward			UEPPP	PR7CO	0.00	0.00	0.00													
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00													
Interoffice Channel Mileage																					
	Fixed Each Including First Mile			UEPPP	1LN1A	49.71	105.54	98.47													
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	16.64															
DS1 Wholesale Local Platform Service - 4-wire DDITS																					
DS1 Wholesale Local Platform Service Rates																					
DS1 Loop Rates																					
	4-Wire DS1 Digital Loop - Zone 1		1	UEPDC	USLDC	168.00															
	4-Wire DS1 Digital Loop - Zone 2		2	UEPDC	USLDC	175.00															
	4-Wire DS1 Digital Loop - Zone 3		3	UEPDC	USLDC	180.00															
DS1 Port Rate																					
	4-Wire DDITS Digital Trunk Port			UEPDC	UD01T	352.00	1,100.00	900.00													
NONRECURRING CHARGES - Existing Platform																					
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Platform - Switch-As-Is			UEPDC	USAC4		500.00	500.00													
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Platform - Conversion with DS1 Changes			UEPDC	USAWA		500.00	500.00													
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Platform - Conversion with Change			UEPDC	USAWB		500.00	500.00													
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													

RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Submitted Elec per LSR	Submitted Manually per LSR	Charge - Manual Svc Order vs. Electronic- 1st	Charge - Manual Svc Order vs. Electronic- Add'l	Charge - Manual Svc Order vs. Electronic- Disc 1st	Charge - Manual Svc Order vs. Electronic- Disc Add'l							
					Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)						
						First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		15.69	15.69														
BIPOLAR 8 ZERO SUBSTITUTION																					
B8ZS - Superframe Format			UEPDC	CCOSF	0.00	655.00S															
B8ZS - Extended Superframe Format			UEPDC	CCOEF	0.00	655.00S															
Alternate Mark Inversion																					
AMI - Superframe Format			UEPDC	MCOSF	0.00	0.00															
AMI - Extended SuperFrame Format			UEPDC	MCOPO	0.00	0.00															
Telephone Number/Trunk Group Establishment 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	0.00	0.00														
DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	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 DDITS																					
Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	49.71	105.54	98.47														
Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	16.64	0.00	0.00														
Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00														
Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	16.64	0.00	0.00														
Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00														
Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNO C	16.64	0.00	0.00														
Central Office Terminating Point			UEPDC	CTG	0.00																
DS1 Wholesale Local Platform Service - 4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																					
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																					
A system can have various rate combinations based on type and number of ports used																					
DS1 Loop																					
4-Wire DS1 Loop - Zone 1		1	UEPMG	USLDC	168.00	0.00	0.00														
4-Wire DS1 Loop - Zone 2		2	UEPMG	USLDC	175.00	0.00	0.00														
4-Wire DS1 Loop - Zone 3		3	UEPMG	USLDC	180.00	0.00	0.00														
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 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	708.36	0.00	0.00														
192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	944.48	0.00	0.00														
240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,180.60	0.00	0.00														
288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,416.72	0.00	0.00														
384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,888.96	0.00	0.00														
480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,361.20	0.00	0.00														
576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,833.44	0.00	0.00														
672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,205.68	0.00	0.00														
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																					
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 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	350.00	20.00														
System Additions Where Platform Currently Exists and New Installations																					
1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	850.00	485.00														

Services - Florida										Attachment: 1		Exhibit: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	655.00S								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	655.00S								
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	11.40	0.00	0.00								
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	11.40	0.00	0.00								
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	11.40	0.00	0.00								
	2-Wire Trunk Side Channelized DID Trunk Port			UEPPX	UEPDM	28.71	0.00	0.00								
Feature Activations - Loop Concentration																
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	46.59	40.00								
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	9.98	198.29								
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								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	2.26	0.00	0.00								
SPLITTERS - REMOTE SITE LINE SHARING																
	Remote Site Line Share BellSouth Owned Splitter - 24 Port			ULS	ULSRB	36.00	1,137.00	38.00								
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS & Deactivation			ULS	ULSTG		228.50									
	Line Sharing at the Remote Terminal - BST to DLEC Connection per 8-lines (16-pairs) (DLEC Owned Splitter)			ULS	ULSCX	6.00	850.50	9.50								
END USER ORDERING - REMOTE SITE LINE SHARING																
	Line Share Service, Per Line Activation, End User Served At Remote Site - BST Splitter			ULS	ULSRT	4.50	84.00	38.50								
	Line Share Service, Per Line Activation, End User Served At Remote Site - CLEC Splitter			ULS	ULSTI	4.50	84.00	38.50								
	Remote Site Line Share Subsequent Activity - RS BST Owned Splitter			ULS	ULSRS		73.00	29.00								
	Remote Site Line Share Subsequent Activity - RS CLEC Owned Splitter			ULS	ULSTS		73.00	29.00								
MAINTENANCE																
	No trouble Found (NTF) - Per 1/2 Hour Increments - Basic						80.00	55.00								
	No trouble Found (NTF) - Per 1/2 Hour Increments - Overtime						120.00	82.50								
	No trouble Found (NTF) - Per 1/2 Hour Increments - Premium						160.00	110.00								
CENTRAL OFFICE SYNC TEST (COST)																
Note: COST rates are applicable for Central Office Line Sharing & Line Splitting in a maintenance mode only. Not applicable for Remote Site Line Sharing & Line Splitting																
	Central Office Sync Test (COST) - Per 15 Minute Increments - Basic						25.00									
	Central Office Sync Test (COST) - Per 15 Minute Increments - Overtime						30.00									
	Central Office Sync Test (COST) - Per 15 Minute Increments - Premium						40.00									
LOOP MODIFICATION																

Services - Florida						Attachment: 1		Exhibit: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring							Nonrecurring Disconnect
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per loop			ULS	ULM2L		0.00	0.00						
	Loop Modification Removal of Bridged Tap Removal, per loop			ULS	ULMBT		10.52	10.52						
WHOLESALE SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)														
	Selective Routing Per Unique Line Class Code Per Request Per Switch						228.77	228.77		38.11	38.11			
DS0 Wholesale Local Platform Service With E911 Call Locator Capability														
<p>End Office and Tandem Switching Usage and Wholesale Common Transport Usage rates in the Port section of this rate exhibit shall apply to the Wholesale Local Platform Service except for the Coin Service which has a flat rate usage charge (USOC: URECU).</p> <p>> For Not Currently Combined scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section.</p> <p>Additional NRCs may apply also and are categorized accordingly.</p>														
DS0 Wholesale Local Platform Service (BUS - PBX) With DID and E911 Call Locator Capability - Enterprise Rates														
DS0 Loop Rates														
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRW	UEPLX		9.77							
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRW	UEPLX		13.88							
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRW	UEPLX		24.63							
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 1		1	UEPRW	UECD1		12.24							
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 2		2	UEPRW	UECD1		17.40							
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 3		3	UEPRW	UECD1		30.87							
2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Combination 2-Way PBX Trunk Port - Bus			UEPRW	UEPPC		11.17	46.59	9.98					
	Line Side Outward PBX Trunk Port - Bus			UEPRW	UEPPO		11.17	46.59	9.98					
	Line Side Incoming PBX Trunk Port - Bus			UEPRW	UEPP1		11.17	46.59	9.98					
	2-Wire Voice PBX LD Terminal Ports			UEPRW	UEPLD		11.17	46.59	9.98					
	2-Wire Voice 2-Way Combination PBX Usage Port			UEPRW	UEPXA		11.17	46.59	9.98					
	2-Wire Voice PBX Toll Terminal Hotel Ports			UEPRW	UEPXB		11.17	46.59	9.98					
	2-Wire Voice PBX LD DDD Terminals Port			UEPRW	UEPXC		11.17	46.59	9.98					
	2-Wire Voice PBX LD Terminal Switchboard Port			UEPRW	UEPXD		11.17	46.59	9.98					
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port			UEPRW	UEPXE		11.17	46.59	9.98					
Port Rate -DID														
	Exchange Ports - 2-Wire DID Port			UEPRW	UEPD1		28.71	414.16	198.29					
E911 CALL LOCATOR CAPABILITY														
	Miscellaneous Rate Element, E911 Call Locator Capability - Initial Profile Establishment, Per CLEC End-User			UEPRW	URE9A		0.00	1,812.00						
	Miscellaneous Rate Element, E911 Call Locator Capability - Subsequent Profile Changes, Additions/Deletions			UEPRW	URE9B		0.00	175.98						
Telephone Number/Trunk Group Establishment Charges For DID Numbers with E911 Call Locator Capability														
	DID Trunk Termination (One Per Port)			UEPRW	NDT		0.00	0.00	0.00					
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPRW	NDZ		1.332	0.00	0.00					
	Additional DID Numbers for each Group of 20 DID Numbers			UEPRW	ND4		1.332	0.00	0.00					
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPRW	ND5		0.0666	0.00	0.00					
	Reserve Non-Consecutive DID numbers			UEPRW	ND6		0.00	0.00	0.00					
	Reserve DID Numbers			UEPRW	NDV		0.00	0.00	0.00					
FEATURES														
	All Features Offered			UEPRW	UEPVF		2.26	0.00	0.00					
NONRECURRING CHARGES - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is			UEPRW	USAC2			10.00	10.00					
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change			UEPRW	USACC			10.00	10.00					
ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent			UEPRW	USAS2		0.00	0.00	0.00					
	2 Wire Loop/Line Side Port Platform - Non feature - Subsequent Activity- Nonrecurring							0.00	0.00					
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group							7.09	7.09					
	Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRW	URETL			8.33	0.83					
OFF/ON PREMISES EXTENSION CHANNELS														
	Local Channel Voice grade, per termination		1	UEPRW	P2JHX		12.24	135.75	82.47					

Services - Florida										Attachment: 1		Exhibit: A				
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring First	Nonrecurring Add'l							Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Channel Voice grade, per termination		2	UEPRW	P2JHX	17.40	135.75	82.47								
	Local Channel Voice grade, per termination		3	UEPRW	P2JHX	30.87	135.75	82.47								
	Non-Wire Direct Serve Channel Voice Grade		1	UEPRW	SDD2X	12.92	120.38	43.56								
	Non-Wire Direct Serve Channel Voice Grade		2	UEPRW	SDD2X	18.36	120.38	43.56								
	Non-Wire Direct Serve Channel Voice Grade		3	UEPRW	SDD2X	32.58	120.38	43.56								
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRW	U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRW	U1TVM	0.0091	0.00	0.00								
DS1 Wholesale Local Platform Service With E911 Call Locator Capability																
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
DS1 Loop Rates																
	4-Wire DS1 Digital Loop - Zone 1		1	UEPPN	USL4P	168.00										
	4-Wire DS1 Digital Loop - Zone 2		2	UEPPN	USL4P	175.00										
	4-Wire DS1 Digital Loop - Zone 3		3	UEPPN	USL4P	180.00										
DS1 Port Rate																
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPN	UEPPN	402.00	1,200.00	1,000.00								
E911 CALL LOCATOR CAPABILITY																
	Miscellaneous Rate Element, E911 Call Locator Capability Initial Profile Establishment, Per CLEC End-User			UEPPN	URE9A	0.00	1,812.00									
	Miscellaneous Rate Element, E911 Call Locator Capability - Subsequent Profile Changes, Additions/Deletions			UEPPN	URE9B	0.00	175.98									
NONRECURRING CHARGES - Existing Platform																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port - Conversion -Switch-As-Is			UEPPN	USACP	0.00	500.00	500.00								
ADDITIONAL NRCs and E911 Call Locator Capability Telephone Number Recurring Charges																
	4-Wire DS1 Loop/4-Wire ISDN Digit Trk Port - Subseqt Actv-Inward/two way Tel Nos. (except NC)			UEPPN	PR7TF	0.0666	0.5412									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPN	PR7TO	0.0666	12.71	12.71								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPN	PR7ZT	0.0666	25.42	25.42								
INTERFACE (Provisioning Only)																
	Voice/Data			UEPPN	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPN	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPN	PR71E	0.00	0.00	0.00								
New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel			UEPPN	PR7BV	0.00	20.00									
	New or Additional - Digital Data B Channel			UEPPN	PR7BF	0.00	20.00									
	New or Additional Inward Data B Channel			UEPPN	PR7BD	0.00	20.00									
CALL TYPES																
	Inward			UEPPN	PR7C1	0.00	0.00	0.00								
	Outward			UEPPN	PR7CO	0.00	0.00	0.00								
	Two-way			UEPPN	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPN	1LN1A	49.71	105.54	98.47								
	Each Airline-Fractional Additional Mile			UEPPN	1IN1B	16.64										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
DS1 Loop Rates																
	4-Wire DS1 Digital Loop - Zone 1		1	UEPDC	USLDC	168.00										
	4-Wire DS1 Digital Loop - Zone 2		2	UEPDC	USLDC	175.00										
	4-Wire DS1 Digital Loop - Zone 3		3	UEPDC	USLDC	180.00										
DS1 Port Rates																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	352.00	1,100.00	900.00								
NONRECURRING CHARGES - Existing Platform																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		500.00	500.00								

Services - Florida										Submitted Elec per LSR	Submitted Manually per LSR	Charge - Manual Svc Order vs. Electronic-1st	Charge - Manual Svc Order vs. Electronic-Add'l	Charge - Manual Svc Order vs. Electronic-Disc 1st	Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Disconnect Add'l	SOMECS	SOMAN	OSS Rates(\$)			
						Rec	Nonrecurring First	Nonrecurring Add'l				SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		500.00	500.00							
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		500.00	500.00							
	E911 CALL LOCATOR CAPABILITY														
	Miscellaneous Rate Element, E911 Call Locator Capability - Initial Profile Establishment, Per CLEC End-User			UEPDB	URE9A	0.00	1,812.00								
	Miscellaneous Rate Element, E911 Call Locator Capability - Subsequent Profile Changes, Additions/Deletions			UEPDB	URE9B	0.00	175.98								
	ADDITIONAL NRCs														
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDB	UDTTA		15.69								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDB	UDTTB		15.69								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDB	UDTTC		15.69								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDB	UDTTD		15.69								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDB	UDTTE		15.69								
	BIPOLAR 8 ZERO SUBSTITUTION														
	B8ZS -Superframe Format			UEPDC	CCOSF		0.001	655.005							
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.001	655.005							
	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 Establishment Charges And Charges For DID Numbers with E911 Call Locator Capability														
	Telephone Number for 2-Way Trunk Group			UEPDB	UDTGX	0.00									
	Telephone Number for 1-Way Outward Trunk Group			UEPDB	UDTGY	0.00									
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDB	UDTGZ	0.00									
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDB	NDZ	1.332	0.00	0.00							
	Additional DID Numbers for each Group of 20 DID Numbers			UEPDB	ND4	1.332	0.00	0.00							
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDB	ND5	0.0666	0.00	0.00							
	Reserve Non-Consecutive DID numbers			UEPDB	ND6	0.00	0.00	0.00							
	Reserve DID Numbers			UEPDB	NDV	0.00	0.00	0.00							
	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	49.71	105.54	98.47							
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	16.64	0.00	0.00							
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	16.64	0.00	0.00							
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	16.64	0.00	0.00							
	Additional Rates														
	Central Office Terminating Point			UEPDC	CTG	0.00									
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT WITH CALL LOCATOR CAPABILITY														
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations														
	A system can have various rate combinations based on type and number of ports used														
	DS1 Loop														
	4-Wire DS1 Loop - Zone 1		1	UEPMG	USLDC	168.00	0.00	0.00							
	4-Wire DS1 Loop - Zone 2		2	UEPMG	USLDC	175.00	0.00	0.00							
	4-Wire DS1 Loop - Zone 3		3	UEPMG	USLDC	180.00	0.00	0.00							
	DSO Channelization Capacities (D4 Channel Bank Configurations)														

Services - Florida											Attachment: 1		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	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	118.06																	
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	236.12																	
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	472.24																	
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM144	708.36																	
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM192	944.48																	
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM240	1,180.60																	
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM288	1,416.72																	
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM384	1,888.96																	
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM480	2,361.20																	
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM576	2,833.44																	
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM672	3,305.68																	
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																							
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 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		350.00		20.00													
System Additions Where Platform Currently Exists and New Installations																							
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00		850.00		485.00													
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			UEPRW	UEPCX	11.40		0.00		0.00													
	Line Side Outward Channelized PBX Trunk Port - Business			UEPRW	UEFOX	11.40		0.00		0.00													
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPRW	UEP1X	11.40		0.00		0.00													
	2-Wire Trunk Side Channelized DID Trunk Port			UEPRW	UEPDM	28.71		0.00		0.00													
Feature Activations - Loop Concentration																							
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPRW	1PQWM	0.66		46.99		40.00													
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPRW	1PQWU	0.66		9.98		199.29													
E911 CALL LOCATOR CAPABILITY																							
	Miscellaneous Rate Element, E911 Call Locator Capability - Initial Profile Establishment, Per CLEC End-User			UEPRW	URE9A	0.00		1,812.00															
	Miscellaneous Rate Element, E911 Call Locator Capability - Subsequent Profile Changes, Additions/Deletions			UEPRW	URE9B	0.00		175.98															
Telephone Number/Trunk Group Establishment Charges For DID Numbers with E911 Call Locator Capability																							
	DID Trunk Termination (One Per Port)			UEPRW	NDT	0.00		0.00		0.00													
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPRW	NDZ	1.332		0.00		0.00													
	Additional DID Numbers for each Group of 20 DID Numbers			UEPRW	ND4	1.332		0.00		0.00													
	DID Numbers, Non-consecutive DID Numbers, Per Number			UEPRW	ND5	0.0666		0.00		0.00													
	Reserve Non-Consecutive DID numbers			UEPRW	ND6	0.00		0.00		0.00													
	Reserve DID Numbers			UEPRW	NDV	0.00		0.00		0.00													
FEATURES - Vertical and Optional																							
Local Switching Features Offered with Line Side Ports Only																							
	All Features Available			UEPRW	UEPVF	2.26		0.00		0.00													
ODUF/ADUF/CMDS																							
ACCESS DAILY USAGE FILE (ADUF)																							
	ADUF: Message Processing, per message					0.001656																	

Services - Florida										Attachment: 1		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring	Nonrecurring Disconnect						
	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								

Attachment 2

**Pre-Ordering, Ordering, Provisioning and
Maintenance and Repair**

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Guides, Business Rules and Specifications..... Exhibit A

PRE-ORDERING, ORDERING, PROVISIONING AND MAINTENANCE AND REPAIR

1. Guidelines

- 1.1 The guidelines for pre-ordering, ordering, provisioning and maintenance and repair are set forth in Exhibit A attached hereto.
- 1.2 BellSouth shall provide CUSTOMER pre-ordering, ordering, provisioning and maintenance and repair capabilities through manual and electronic interfaces as described in this Attachment (“Interfaces”). It is the sole responsibility of CUSTOMER to obtain the technical capability to access and utilize BellSouth’s Interfaces as they may be modified from time to time. CUSTOMER’s use of BellSouth’s Interfaces shall be in accordance with the applicable guides, business rules and specifications set forth in Exhibit A hereto.
- 1.3 Notwithstanding anything to the contrary in any guides, business rules or other specifications, listed or referenced in Exhibit A, CUSTOMER shall have no right to submit requests, vote on issues, or otherwise participate in BellSouth’s Change Control Process with respect to the Services hereunder.

2. Pre-Ordering

- 2.1 The Interfaces provide access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information and customer service record (“CSR”) information.
 - 2.1.1 Loop make-up information is not necessary for the Services offered pursuant to this Agreement and, although the function may be available as a pre-ordering function of the Interfaces, CUSTOMER is not authorized to receive loop make-up information pursuant to this Agreement. CUSTOMER shall not request loop make-up information for Services under this Agreement and shall indemnify BellSouth against any claims, loss, damage or other expenses arising as a result of CUSTOMER requesting loop make-up.
- 2.2 CUSTOMER shall provide to BellSouth access to the same type of CSR information that BellSouth makes available to CUSTOMER, including circuit numbers associated with each telephone number where applicable. CUSTOMER shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, CUSTOMER shall provide to BellSouth paper copies of CSR information, via email, to an address designated by BellSouth, unless otherwise agreed to by BellSouth including circuit numbers associated with each telephone number where applicable. If BellSouth

requests the information before noon, the CSR information shall be provided the same day. If BellSouth requests the information after noon, the CSR information shall be provided by noon the following day.

- 2.3 CUSTOMER agrees not to view, copy, or otherwise obtain access to the CSR information of any End User without that End User's permission. CUSTOMER will obtain access to CSR information only in strict compliance with applicable laws, rules, or regulations of the state in which the Service is provided. BellSouth reserves the right to monitor CUSTOMER's access to CSR information. If BellSouth determines that CUSTOMER is accessing CSR information without having obtained the proper End User authorization, BellSouth upon reasonable notice to CUSTOMER may take corrective action, including but not limited to suspending or terminating CUSTOMER's access to BellSouth's Interfaces.

3. Ordering

- 3.1 CUSTOMER shall place orders for Services by submitting a complete and correct ("Valid") local service request ("LSR") to BellSouth. BellSouth shall bill CUSTOMER an electronic service order charge as specified in Exhibit A of Attachment 1 for each LSR submitted by means of an electronic Interface. BellSouth shall bill CUSTOMER a manual service order charge as specified in Exhibit A of Attachment 1 for each LSR submitted by means other than the electronic Interfaces (e.g. mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").
- 3.2 CUSTOMER may submit an LSR to request that an End User's service be temporarily withheld or denied, or restored. Alternatively, CUSTOMER may submit a list of such End Users if CUSTOMER provides a separate PON for each location on the list. Each location will be billed as a separate LSR.
- 3.3 BellSouth will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 3.4 Notwithstanding the foregoing, BellSouth will not bill the electronic or manual service order charges for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 3.5 LSRs submitted pursuant to this Agreement and placed in hold or pending status by CUSTOMER will be held for a maximum of thirty (30) days from the date the LSR is placed on hold. After such thirty (30) day period, CUSTOMER shall be required to submit a new LSR. LSRs that are not Valid will be returned to CUSTOMER for correction or clarification and will be held for thirty (30) days. If CUSTOMER does not return a supplement to create a valid LSR within thirty (30) days, BellSouth will cancel the invalid LSR.

4. Provisioning

- 4.1 BellSouth shall provision Services during its regular working hours. To the extent CUSTOMER 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, the overtime charges set forth in BellSouth's State E Tariff, Section 13.2, 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 CUSTOMER, BellSouth will not assess overtime charges. To the extent CUSTOMER requests project management for provisioning of Services under this Agreement, additional charges may apply and shall be negotiated by the Parties.
- 4.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by CUSTOMER (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill CUSTOMER for each additional dispatch required to provision the Service due to the incorrect/incomplete information provided. BellSouth will assess applicable Trouble Determination rates from BellSouth's state tariffs or BellSouth's FCC No. 1 tariff.
- 4.3 Cancellation Charges. If CUSTOMER cancels an LSR subsequent to BellSouth's generation of a service order, any costs incurred by BellSouth in conjunction with the provisioning of Services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology in BellSouth's Private Line Tariff or BellSouth's FCC No. 1 tariff.
- 4.4 Service Date Advancement Charges (Expedites). Service Date Advancement charges will apply where CUSTOMER, requests that Services be provisioned prior to the due date provided by BellSouth, and where BellSouth agrees to an expedited provisioning time frame. The charges are as outlined in Exhibit A of Attachment 1.
- 4.5 Order Modification Charges. If CUSTOMER modifies an order (Order Modification Charge (OMC) or *Order Modification Charge Additional Dispatch (OMCAD)*) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by CUSTOMER in accordance with applicable rates set forth in Exhibit A of Attachment 1.

5. Maintenance and Repair

- 5.1 BellSouth will make Interfaces available to CUSTOMER for the purpose of reporting and monitoring service troubles. CUSTOMER's use of BellSouth's

maintenance and repair Interfaces shall be in accordance with the applicable guides, business rules and specifications for maintenance and repair as set forth in Exhibit A hereto.

- 5.2 If CUSTOMER reports a trouble on a Wholesale Local Platform Service and no trouble actually exists in BellSouth's network, BellSouth will charge CUSTOMER the Trouble Determination and/or Trouble Isolation charges, as appropriate, as set forth in BellSouth's tariff for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Service's working status.
- 5.3 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by CUSTOMER (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill CUSTOMER for each additional dispatch required to repair the Service due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's tariffs.

6. Miscellaneous

- 6.1 Single Point of Contact. CUSTOMER will be the single point of contact with BellSouth for ordering activity pursuant to this Agreement, except that BellSouth may accept a request directly from another CLEC, or from BellSouth, acting with authorization of the affected End User, to disconnect the Services provided hereunder in order to permit the End User to change service providers, as described in Section 6.3 below. CUSTOMER shall execute a blanket letter of authorization with respect to CUSTOMER's ordering activity so that prior proof of End User authorization will not be necessary with every LSR (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of End User authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines.
- 6.2 CUSTOMER shall not prevent or delay an End User from changing to another carrier because of unpaid bills, denied service, or contract terms.
- 6.3 Use of Facilities. Pursuant to a request from an End User of CUSTOMER, or from another local exchange carrier (LEC), including BellSouth, on behalf of such End User, BellSouth shall have the right to disconnect the Services being used by CUSTOMER to provide Service to that End User and reuse those facilities to enable such other LEC to provide service to that End User. In addition, BellSouth may disconnect and reuse facilities when the Service to the End User has been withheld or denied by CUSTOMER, or by BellSouth in accordance with the terms of this Agreement, and BellSouth has received a request from an End User or another LEC to establish new or additional service at, or to transfer service to, the same address served by that facility. BellSouth will notify CUSTOMER that such

a request has been processed after the order disconnecting CUSTOMER's Service to that End User has been completed.

- 6.4 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.
- 6.5 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e., where BellSouth changes the End User Preferred Interexchange Carrier (PIC) and End User Local Preferred Interexchange Carrier (LPIC) via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs with the Operating Company Number (OCN) of CUSTOMER for the purpose of obtaining End User billing account and other End User information required under subscription requirements.
- 6.6 PIC and LPIC Charges. When CUSTOMER's End User, served utilizing Wholesale Local Platform Services or Wholesale Switch Port Services, 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 CUSTOMER, which has the billing relationship with that End User, and CUSTOMER may pass such charge to the End User.

7. Rates

Unless otherwise specified herein, charges for the use of BellSouth's Interfaces, and other charges applicable to preordering, ordering, provisioning and maintenance and repair, shall be as set forth in Exhibit A of Attachment 1. In the event CUSTOMER modifies the rates or rate structure for use of BellSouth's manual or electronic interfaces in any other agreement with BellSouth, then upon BellSouth's request, CUSTOMER shall amend this Agreement to reflect the same rates or rate structure. In the state of Tennessee, manual service order charges shall apply on a per element, non-recurring basis as identified in Exhibit A of Attachment 1 in lieu of the per LSR manual service order charge.

Guides, Business Rules and Specifications

The applicable guides, business rules and specifications are set forth on the BellSouth Interconnection Services web site and include, but are not limited to, the following:

BellSouth Local Ordering Handbook (LOH)
CLEC Billing Guide
CLEC Service Order Tracking System (CSOTS) User Guide
CLEC Trouble Analysis Facilitation Interface (TAFI) User Guide
CLEC Universal Service Order Code (USOC) Manual
Electronic Communications Trouble Administration (ECTA) Start-Up Guide
Electronic Data Interchange (EDI) Specifications Guide
Local Exchange Navigation System (LENS) User Guide
Operational Understanding
Telecommunications Access Gateway (TAG) User Guide

Attachment 3

Billing

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BILLING

1 PAYMENT AND BILLING ARRANGEMENTS

- 1.1 The terms and conditions set forth in this Attachment shall apply to all Services ordered and provisioned pursuant to this Agreement.
- 1.2 Billing. BellSouth will bill CUSTOMER in Carrier Access Billing System (CABS) Billing Output Specification (CBOS) standard format. BellSouth's billing format may change in accordance with applicable industry standards.
- 1.2.1 Subject to Section 5 of the General Terms and Conditions of this Agreement BellSouth will render bills each month on established bill days for each of CUSTOMER's accounts. If CUSTOMER requests multiple billing media or additional copies of the bills, BellSouth will provide these at the rates set forth in FCC Section 13:3.6.3.
- 1.2.2 BellSouth will bill CUSTOMER 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.
- 1.2.3 BellSouth will not perform billing and collection services for CUSTOMER as a result of the execution of this Agreement.
- 1.3 Establishing Accounts. Unless BellSouth elects otherwise, BellSouth will bill for Services using wholesale billing accounts established by BellSouth pursuant to a separate agreement between the Parties. If BellSouth elects to establish a new account under this Agreement for billing Services, or if CUSTOMER does not have an appropriate wholesale billing account established under a separate agreement with BellSouth, such account shall be established under this Agreement as follows.
- 1.3.1 After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, CUSTOMER will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for the Services described in this Agreement. Such documentation shall include an application for the establishment of accounts, if applicable, proof of authority to provide Telecommunications Services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, CUSTOMER may not order Services

under a new account established in accordance with this Section 1.3.1 until thirty (30) days after all information specified in this Section 1.3.1 is received from CUSTOMER.

- 1.3.2 Company Identifiers. If CUSTOMER needs to change, add to, eliminate or convert its OCN(s), ACNAs, and other identifying codes (collectively “Company Identifiers”) under which it operates when CUSTOMER has already been conducting business utilizing those Company Identifiers, CUSTOMER shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of CUSTOMER’s End User records and any other changes to BellSouth systems or CUSTOMER records, and will be handled in a separately negotiated agreement or as otherwise required by BellSouth.
- 1.3.3 Tax Exemption. It is the responsibility of CUSTOMER to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual CUSTOMER entity purchasing Services under this Agreement. Upon BellSouth’s receipt of a properly completed tax exemption certificate, subsequent billings to CUSTOMER will not include those taxes or fees from which CUSTOMER is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and CUSTOMER shall pay all applicable taxes and fees. In the event that CUSTOMER believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to BellSouth’s receipt of a properly completed exemption certificate, BellSouth shall assign to CUSTOMER its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by BellSouth, BellSouth shall, after receiving a written request from CUSTOMER and at CUSTOMER’s sole expense, pursue such refund claim on behalf of CUSTOMER, provided that CUSTOMER promptly reimburses BellSouth for any costs and expenses incurred by BellSouth in pursuing such refund claim, and provided further that BellSouth shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to CUSTOMER. CUSTOMER shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the Services provided by CUSTOMER to its End Users.
- 1.4 Deposit Policy. CUSTOMER shall complete the BellSouth Credit Profile and provide information to BellSouth regarding CUSTOMER’s credit condition. 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 CUSTOMER. Any such security deposit shall in no way release CUSTOMER from its obligation to make complete and timely payments of

its bill. CUSTOMER shall pay any applicable deposits for new service prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in CUSTOMER's "accounts receivables and proceeds." Deposit request notices will be sent to CUSTOMER via certified mail or overnight delivery. CUSTOMER shall pay any applicable security deposit for existing service within fifteen (15) days of the deposit request. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall, accrue and be applied or refunded in accordance with the terms in BellSouth's General Subscriber Services Tariff (GSST). Security deposits collected under this Section shall not exceed two months' estimated billing. In the event CUSTOMER fails to remit to BellSouth any deposit requested pursuant to this Section within fifteen (15) days of deposit request, service to CUSTOMER may be terminated in accordance with the terms of Section 1.6 of this Attachment, and any security deposits will be applied to CUSTOMER's account(s). In the event CUSTOMER defaults on its account, service to CUSTOMER will be terminated in accordance with the terms of Section 1.6 below, and any security deposits will be applied to CUSTOMER's account.

1.5 Payment Policy

1.5.1 Payment Responsibility. Payment of all charges will be the responsibility of CUSTOMER. CUSTOMER shall pay invoices utilizing wire transfer services or automatic clearing house services. CUSTOMER shall make payment to BellSouth for all services billed including disputed amounts. BellSouth will not become involved in billing disputes that may arise between CUSTOMER and CUSTOMER's End User.

1.5.2 Payment Due. Payment for Services provided, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to CUSTOMER's accounts. In such event, BellSouth shall hold such funds until the Remittance Information is received. If BellSouth does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

1.5.2.1 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 1.5.2.2, below, shall apply.

1.5.2.2 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 invoice basis. The late factor shall be the greater of 1.5% or the factor set forth in Section A2 of the GSST, or pursuant to the applicable state law as appropriate. Where specified in the GSST, the late charge shall be a flat rate late payment charge plus an interest charge on the unpaid balance. The flat rate and the interest rate will be as specified in the GSST in each state. In addition to any applicable late payment charges, CUSTOMER may be charged a fee for all returned checks at the rate set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law. BellSouth shall assess interest on previously assessed late payment charges where permitted by law.

1.6 Discontinuing Service to CUSTOMER. The procedures for discontinuing Service to CUSTOMER are as follows:

1.6.1 If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, BellSouth will provide written notice to CUSTOMER 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 that become past due before refusal, incompleteness or suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.5.2 above within seven (7) days following such written notice. In addition, at the same time, BellSouth may provide written notice to the person designated by CUSTOMER to receive notices of noncompliance as provided in the General Terms and Conditions of this Agreement, that BellSouth may discontinue the provision of existing Services to CUSTOMER if payment of such amounts, and all other amounts that become past due before discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.5.2 above within thirty (30) days following such written notice; provided, however, that BellSouth may provide written notice that such existing Services may be discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.6.2.

- 1.6.2 BellSouth may take the action to discontinue the provision of existing Service upon fifteen (15) calendar days from the day after BellSouth provides written notice of such discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) CUSTOMER has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:
- (1) BellSouth has sent the subject bill(s) to CUSTOMER within (7) business days of the bill date(s), verifiable by records maintained by BellSouth:
 - i. in paper or CDROM form via the United States Postal Service (USPS),
or
 - ii. in magnetic tape form via overnight delivery, or
 - iii. via electronic transmission; or
 - (2) BellSouth has sent the subject bill(s) to CUSTOMER, using one of the media described in (1) above, more than thirty (30) calendar days before notice to discontinue service has been rendered.
- 1.6.3 In the case of discontinuance of Services, all billed charges, as well as applicable interest and late payment charges, shall become due.
- 1.6.4 Discontinuance of Service on CUSTOMER's account will effect a discontinuance of service to CUSTOMER's End Users. CUSTOMER is solely responsible for notifying the End User of the discontinuance of service. If, within seven (7) days after CUSTOMER's Services have been discontinued, CUSTOMER pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of the GSST, then BellSouth will reestablish Service for CUSTOMER. If within seven (7) days after CUSTOMER's Service has been discontinued and CUSTOMER has failed to pay all past due charges as described above, then CUSTOMER's Service will be disconnected.
- 1.7 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 CUSTOMER, shall be forwarded to the individual and/or address provided by CUSTOMER in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by CUSTOMER 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 CUSTOMER to BellSouth's billing organization, the notice of discontinuance of Services purchased by CUSTOMER under this Agreement provided for in Section 1.6 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.

2. BILLING DISPUTES

- 2.1 CUSTOMER shall electronically submit all billing disputes to BellSouth using the form specified 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. Within five (5) business days of BellSouth's denial, or partial denial, of the billing dispute, if CUSTOMER is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by CUSTOMER by such sixtieth (60th) day, CUSTOMER must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on BellSouth's Interconnection Services website, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute, shall 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 submitted pursuant to Section 2.1 of a specific amount of money actually billed by BellSouth. The billing dispute must be clearly explained by CUSTOMER and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within BellSouth's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by BellSouth. Claims by CUSTOMER for damages of any kind will not be considered a billing dispute for purposes of this Section. If BellSouth resolves the billing dispute, in whole or in part, in favor of CUSTOMER, any credits and interest due to CUSTOMER as a result thereof shall be applied to CUSTOMER's account by BellSouth upon resolution of the billing dispute.