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August 15, 2000

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

DD1162-TP

Re: Approval of the negotiation Interconnection Agreement by BellSouth Telecommunications, Inc. ("BellSouth") and WinStar Wireless, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and WinStar Wireless, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection, resale and collocation of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to WinStar Wireless, Inc.. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and WinStar Wireless, Inc. within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,



Regulatory Vice President

DOCUMENT NUMBER-DATE

09913 AUG 15 8

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between WinStar Wireless, Inc. and BellSouth Telecommunications, Inc., dated 07/28/2000, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

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Interconnection Agreement
By and Between
BellSouth Telecommunications, Inc.
And
WinStar Wireless, Inc.

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Interim Interconnection Agreement
by and between
BellSouth Telecommunications, Inc.
And WinStar Wireless, Inc.

This Interim Interconnection Agreement (the "Agreement") is effective on the date executed by both Parties to the Agreement by and between the telecommunications entities set forth on Exhibit A hereto (referred to as "WinStar", "Company" or as the "Companies") and BellSouth Telecommunications, Inc. ("BellSouth") (collectively the "Parties") for the purpose of determining the rates, terms, and conditions for the interconnection of the Parties' telecommunication networks within the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee (the "Territory").

RECITALS AND PRINCIPLES

A. BellSouth is a Local Exchange Carrier authorized to provide certain telecommunications services within specific service areas in the Territory;

B. BellSouth has been and continues to be the incumbent provider of local exchange telephone service within its service areas in the Territory;

C. The Companies have made application and have been granted authority to provide local exchange telephone services in portions of the Territory and will continue to expand their authority to provide such services throughout the entire Territory including, without limitation, areas within BellSouth's service areas in the Territory for the purpose of providing alternative or competitive services;

D. The Parties desire to interconnect their telecommunications networks and facilities, purchase unbundled services and features, and exchange traffic so that their respective customers may communicate with each other over and through such networks and facilities;

E. The Parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271; and

F. The Parties enter into this Agreement for the purpose of facilitating the introduction of local exchange telephone competition on an expedited basis and avoiding the uncertainty and expense of mediation, arbitration and/or litigation and to establish the rates, terms, conditions and mechanisms necessary to facilitate such competition.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I **DEFINITIONS**

1.01 **Act** - means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

1.02 **Access Service Request ("ASR")** - means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

1.03 **Affiliate** - means any 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 the equivalent thereof) of more than ten percent (10%). Person shall mean any individual, partnership, corporation, company, limited liability company association, or any other legal entity authorized to transact business in any State in the Territory.

1.04 **Alternate Local Exchange Carrier ("ALEC")** - means any local exchange telecommunications company authorized to provide telecommunications services or exchange services in one or more areas of the Territory after January 1, 1995.

1.05 **Automated Report Management Information System ("ARMIS")** - means the most current ARMIS 4308 report issued by the Federal Communications Commission ("FCC").

1.06 **Bell Communications Research ("Bellcore")** - means an organization owned jointly by the seven Bell regional holding companies that conducts research in development projects for its seven owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional holding companies.

1.07 **Calling Party Number ("CPN")** - means a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the calling party.

1.08 **Central Office Switch, ("Central Office") ("CO")** - means a switching entity within the public switched telecommunications network, including but not limited to:

a. End Office Switches which are Class 5 switches from which end user Telephone Exchange Services are directly connected and offered.

b. Tandem Office Switches or Tandems which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

1.09 **Billing Number** - means the number to which charges for a call are billable.

1.10 **Carrier Identification Code ("CIC")** - means a three or four digit number assigned to an IXC that identifies that carrier's traffic.

1.11 **Centralized Message Distribution System ("CMDS")** - means the billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.

1.12 **Commission** - means any state administrative agency to which the United States Congress or any state legislative body has delegated any authority to supervise or regulate the operations of Local Exchange Carriers pursuant to the Act or state constitution or statute such as a Public Utilities Commission or Public Service Commission.

1.13 **Common Channel Interoffice Signaling ("CCIS")** - means a signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link using SS7 protocol.

1.14 **Control Office** - is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.

1.14a. **Customer** - means a third-party residence or business, including a third party wireless service provider for as long as the wireless carrier is not considered an ALEC by the FCC or, in a given state, a Commission, that subscribes to Telecommunications Services provided by either of the Parties.

1.15 **Customer Local Area Signaling Services ("CLASS")** - means features available to end users based on the availability of CCIS. Class features include, but are not necessarily limited to: Automatic Callback; Call Trace; Caller ID and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.

1.16 **Digital Signal - Level 0 ("DS-0")** - means a digital signal rate of 64 Kilobits per second ("Kbps").

1.17 **Digital Signal - Level 1 ("DS-1")** - means a digital signal rate of 1.544 Megabits Per Second ("Mbps").

1.18 **Digital Signal - Level 3 ("DS-3")** - means a digital signal rate of 44.736 Mbps.

1.19 **Electronic File Transfer** - means any system/process which utilizes an electronic format and protocol to send/receive data files.

1.20 **Exchange Access** - means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services from or to Exchange Service customers in a given area pursuant to a switched access tariff. Exchange Access does not include traffic exchanged between LECs and ALECs for purpose of local traffic interconnection.

1.20a **Exchange Message Record ("EMR")** - means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.21 **Exchange Service** - means the definition of telephone exchange service found at §3(1)(A) and (B) of the Act which shall be interpreted to include any services, regardless of whether wireline or wireless, offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Exchange Service includes basic residence and business line service, PBX trunk line service, pay phone access line service, Centrex line service and ISDN line services. Exchange Service does not include Private Line, Exchange and Special Access services.

1.22 **Feature Group A ("FGA")** - means the FGA Access, which is available to all customers, provides line side access to Telephone Company end office switches with an associated seven digit local telephone number for the customer's use in originating and terminating communications to an Interexchange Carrier's Service.

1.23 **Feature Group B ("FGB")** - means the FGB Access, which is available to all customers, except for the termination of originating calls placed over FGD by AT&T, provides trunk side access to Telephone Company end office switches with an associate uniform 950-OXXX or 950-1 XXX access code for the customer's use in originating and terminating communications to an Interexchange Carrier's Service.

1.24 **Feature Group D ("FGD")** - means the FGD Access, which is available to all customers, provides trunk side accesses to Telephone Company end office switches with an associated uniform 1 OXXX access code for the customer's use in originating and terminating communications. FGD Access may also be used to originate and terminate 800 and 900 Access Service calls. FGD Access may be used to originate 950-XXXX calls where the customer has elected the FGD with 950 access feature.

1.25 **Interconnection** - means the connection of equipment and facilities within, between or among networks for the transmission and routing of Exchange Service and Exchange Access. Interconnection shall include nondiscriminatory access to signaling systems, routing databases, facilities and information and provision of Service Provider Number Portability as required to ensure interoperability of networks and efficient, timely provision of services to Customers without permitting access to proprietary network information, unless otherwise permitted. Interconnection shall also include dialing parity as defined by the Act at Section 3(a)(39).

1.26 **Interexchange Carrier ("IXC")** - means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and authorized by a state Commission to provide long distance communications services but not Exchange Services within the state borders (except under separate authority as a LEC or ALEC).

1.27 **Integrated Services Digital Network ("ISDN")** - means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.

1.28 **Local Access and Transport Area ("LATA")** - as defined by the Act, means a contiguous geographic area - (A) established before the date of enactment of the Act by a BellSouth operating company such that no exchange area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or state, except as expressly permitted under the AT&T consent decree; or (B) established or modified by a BellSouth operating company after such date of enactment and approved by the Commission.

1.29 **Local Exchange Routing Guide ("LERG")** - means Bellcore reference customarily used to identify NPA-NXX routing and homing information as well as network element and equipment designations.

1.30 **Local Exchange Carrier ("LEC")** - means any person or entity engaged in the provision of Exchange Service or Exchange Access. For purposes of this Agreement, BellSouth is the incumbent LEC.

1.31 **Local Traffic** - means any telephone call that originates and terminates in the same LATA and is billed by the originating party as a local call, including any call terminating in an exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which

the Companies are not directly interconnected. For purposes of this agreement, as clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

1.32 **Local Interconnection Trunks/Trunk Groups** - means equipment and facilities that provide for the termination of Local Traffic and intraLATA toll telephone traffic.

1.33 **Meet-Point Billing** - means an arrangement whereby two Exchange Access providers (including a LEC and an ALEC) provide Exchange Access to an IXC and each such provider receives its share of the tariffed element revenues by agreement.

1.33a **Mid-Span Meet** - means an Interconnection architecture whereby two carriers mutually agree to jointly plan and engineer their facility meet-point at a designated location by means of a fiber splice or other transmission facility, including a 38 GHz transmission facility. Mid-Span Meet includes, but is not limited to, a Wireless Meet.

1.34 **Multiple Exchange Carrier Access Billing ("MECAB")** - means the document prepared by the Billing Committee under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Access provided by two or more LECs and/or ALECs, or by one LEC in two or more states within a single LATA, as it is amended from time to time.

1.35 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface ("MECOD")** - means the document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS and is published by Bellcore as Special Report SR STS-002643 to establish methods for processing orders for Exchange Service access which is to be provided by two or more LECs and/or ALECs.

1.36 **Mutual Traffic Exchange** - means that the sole compensation to a Party for termination of specified categories of traffic shall be the reciprocal services provided by the other Party. Each Party shall bill its own customers for such categories of traffic and retain all revenues resulting therefrom.

1.37 **North American Numbering Plan ("NANP")** - means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

1.38 **Numbering Plan Area ("NPA")** - means an area code which is the three digit indicator defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP containing 800 possible NXX Codes each. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" ("SAC Code") means specialized telecommunications service which may be provided across multiple geographic NPA areas such as 500, Toll Free Service NPAs, 900 and 700.

1.39 **NXX Code ("NXX"), Central Office Code ("CO Code")** - means the three digit switch entity indicator which is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP containing 10,000 station numbers.

1.40 **OZZ Codes** - define FGD call paths through a LEC's access Tandem Office Switch.

1.41 **Percent Local Usage ("PLU")** - means a calculation representing the ratio of the local minutes to the sum of local and intraLATA toll minutes and interLATA minutes, if any, between LECs sent over Local Interconnection Trunks. PLU does not include directory assistance, busy line verification, busy line verification interrupt, 900 and 976 calls.

1.42 **Rating Point** - means the vertical and horizontal coordinates associated with a particular telephone number for rating purposes.

1.43 **Routing Point** - means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC which bears a certain NPA-NXX designation and is employed to calculate mileage measurements for the distance-sensitive transport element charges of Exchange Access Services.

1.44 **Signal Transfer Point ("STP")** - means a packet switching function that routes signaling messages among Service Switching Points ("SSPs"), Service Control Points ("SCPs"), Signaling Point ("SPs"), and other STPs in order to set up calls and to query databases for advanced services.

1.45 **State** - means a state within the Territory, as the context requires.

1.45a. **Telecommunications Service** - is As Defined in the Act.

1.46 **Territory** - means all portions of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee in which BellSouth or an affiliate is authorized, or may in the future be authorized, to provide

Exchange Services and maintain a Central Office and in which the Companies or their affiliates at any time during the term of this Agreement are authorized to provide Exchange Services and also maintain a Central Office.

1.47 **Transit Calls or Intermediary Function** - means intraLATA calls (local and toll) sent between the Parties originating from or terminating to an end user of a third-party LEC, ALEC, wireless provider, or other carrier or calls sent between the Parties destined for or originating from an IXC.

1.48 **Toll Free Service** - means service provided with any dialing sequence that invokes toll-free (i.e. 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

1.49 **Wire Center** - means a building or space within a building which serves as an aggregation point on a network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and access services, are located. However, for purposes of Expanded Interconnection Service ("EIS"), Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

1.49a. **Wireless Meet** - means an Interconnection architecture method whereby the Parties physically interconnect their networks via a radio interface at a mutually agreed-upon location.

1.50 **Undefined Terms.** The Parties acknowledge that terms may appear in this Agreement, which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

ARTICLE II

EFFECTIVENESS: TERM

2.01 This Interim Agreement shall become effective on the date executed by both Parties to the Interim Agreement and shall be effective for one year or until such time that the Parties negotiate the terms, conditions and rates for a new interconnection agreement, which ever comes first.

2.02 The Parties agree to interconnect their networks pursuant to the terms of this Agreement in each State in the Territory for the period set forth in 2.01 above, and thereafter the Agreement shall continue in full force and effect unless and until terminated as provided herein.

2.03 Upon delivery of written notice at least one hundred sixty (160) days prior to the expiration of this Agreement, any Party may require negotiations of the rates, terms, and conditions of the Interconnection arrangements to be effective upon such expiration. Unless deemed to be inconsistent with the Act, if the Parties are unable to satisfactorily negotiate such new terms within 135 days of commencing the negotiations, any Party may petition the Commission in any state within the Territory to arbitrate any unresolved issues. In the event that any Commission does not issue its order prior to the scheduled expiration date in such State, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties will be effective retroactive to the expiration date. Until the revised interconnection arrangements become effective, the Parties shall continue to exchange traffic pursuant to the terms of this Agreement.

ARTICLE III **TECHNICAL PROVISIONS**

The Parties shall agree to interconnect their respective networks in the Territory for the purpose of terminating calls intended for a customer of one of the Parties and for Transit Calls.

3.01 **Interconnection Obligation.** The Parties agree to interconnect their networks through facilities to be established pursuant to this Agreement between the Companies' Central Offices and BellSouth's Central Offices as designated by the Companies from time to time. Such Interconnections shall be equal in quality to that provided by the Parties to themselves or to any subsidiary, affiliate, or Third Party. For purposes of this Agreement, "equal in quality" means the same or functionally equivalent interface specifications, provisioning and service intervals, and maintenance, testing and repair performance.

3.02 **POI.** For each BellSouth Central Office where a Company and BellSouth interconnect for the exchange of local and intraLATA toll and meet point access traffic, the Company and BellSouth agree that there will be Point(s) of Interconnection ("POI") located at the demarcation point between the Company's network and BellSouth's Central Office. Subject to the Act, a Company may elect to establish the POI for each such Central Office through physical collocation, virtual collocation, or via a Mid-Span Meet; pursuant thereto, either Party may purchase transport facilities from the other Party. BellSouth shall not charge rearrangement, reconfiguration, disconnection or other non-recurring fees associated with the reconfiguration of the Company's Interconnection arrangement at any BellSouth Central Office.

WinStar will be subject to fees for collocation according to BellSouth's collocation tariffs or a negotiated license agreement. WinStar will be subject to fees for the location of antenna equipment on BellSouth's rooftops, towers, or other premises. The fees paid by WinStar will depend upon the specific collocation

arrangements which are chosen by WinStar. BellSouth will charge WinStar the same price that any other similarly situated collocator, either wireless or wireline, is charged for the same service.

3.03 **Sizing and Structure of Interconnection Facilities**. The Parties shall each determine the appropriate sizing for its Interconnection facilities based hereunder on the standards set forth in Section XI, below. The interconnection facilities provided by each Party shall be at either the DS-O, DS-1 or DS-3 level, according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during joint planning - forecasting meetings which shall be held not less than semi-annually.

3.04 **Trunks**. Interconnection for local and intraLATA toll traffic will be provided via one-way trunks, or such interconnection may be provided via two way trunks by issuance of an ASR from a Company. Two-way trunks will be established to exchange interLATA toll and meet point access traffic. No Party will construct facilities which require another Party to build unnecessary facilities.

3.04a The Parties acknowledge that WinStar's preferred method of Interconnection for local and intraLATA toll traffic is via two-way trunks, and shall jointly cooperate to explore use of two-way trunks whereby all traffic between any two switches in their respective networks may be consolidated onto a single trunk group. In addition, to the extent BellSouth enters into an arrangement in the Territory with any other ALEC whereby two-way trunks are employed as the method of Interconnection for local and intraLATA toll traffic, then BellSouth will so inform WinStar of this arrangement and offer it to WinStar under the same financial and technical terms and conditions as BellSouth has offered to another carrier. Alternately, at such time as the FCC Order in CC Docket No. 96-98 becomes final and effective with respect to two-way trunking (as currently embodied in Section 51.305(f) of that Order adopted August 1, 1996), and at such time, at WinStar's option, trunking for interconnection for local and intraLATA toll traffic will be reconfigured to be via two-way trunks if the configuration at that time conforms with the requirements for two way trunks under the FCC's Order.

3.04b **Super Group** The Super Group trunk group will combine the trunk group(s) terminating BellSouth's local and intralata toll traffic to WinStar and WinStar's terminating local and intralata toll traffic to BellSouth together with the two way trunk group that allows BellSouth to provide an intermediary switching functionality, whereby WinStar can route calls from the network of other CLECs, Interexchange Carriers, Independent Telephone Company, Wireless Carriers, etc., on a single two way trunk group. WinStar will order this trunk group to every access tandem within a LATA. Anything less than each access tandem will require elemental billing.

3.04c **Multiple Tandem Access**.

1. The Parties agree that, upon request, either Party shall provide, in the states of Florida, Georgia, Louisiana, North Carolina, and Tennessee, Multiple Tandem Access ("MTA") as defined in 2 following:

2. Within each LATA, WinStar must interconnect at all access tandems where its NXXs are "homed". However, if WinStar does not have NXXs homed at each access tandem within a LATA and elects not to interconnect at such access tandems where no NXXs are homed, WinStar must order MTA in each access tandem within the LATA where it interconnects to the extent it desires to terminate traffic to customers served through access tandems in the LATA to which WinStar has not interconnected. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

3. For local traffic, each Party agrees to pay the other Party the Local Interconnection (Call Transport and Termination) rates specified in Exhibit B to this Interim Agreement. For intraLATA toll traffic, each Party agrees to pay the other Party the appropriate BellSouth intrastate or interstate switched access tariff rates.

4. Local usage will be determined by applying each Party's reported Percent Local Usage as set forth in 5 following. In calculating such compensation, the Parties shall continue to utilize the calculation periods, thresholds and cap identified in Sections 5.02 b. and 5.02 c. of their August 22, 1996 Interconnection Agreement.

5. Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call, excluding transit traffic. Effective on the first of January, April, July and October of each year, BellSouth and WinStar shall provide a positive report updating the PLU if there are any changes from the previous quarter. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, may be utilized to determine the appropriate local usage compensation to be paid.

6. Audits. On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and WinStar shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters

following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

7. Percentage Interstate Usage. For combined interstate and intrastate WinStar traffic terminated by BellSouth over the same facilities, WinStar will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to WinStar. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, may be utilized to determine the appropriate local usage compensation to be paid.

3.05 Signaling Protocol. The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCIS-based features. The Companies will establish outgoing multifrequency ("MF") trunks to BellSouth for 911 traffic. The Parties will interconnect their network using two-way MF signaling for traffic originating from carriers that do not have SS7 networks.

3.06 In the event BellSouth must decommission a Central Office or switch, BellSouth shall not charge the Companies for moving EIS/collocation arrangements.

3.07 Pursuant to Section 251 (c)(5) of the Act, BellSouth shall provide, when possible ninety (90) days written notice, but no less than forty-five (45) days written notice, to the Companies before making any changes to BellSouth's network configuration that may have an impact on the Companies' interconnection, facilities, network or operations. In addition, the Parties will comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 86-79 as may be amended from time to time.

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

3.09 ALEC to ALEC Connections. BellSouth will allow WinStar and all other carriers collocated at the same BellSouth Central Office to directly connect their facilities at such Central Office for the purpose of exchanging Local Traffic without use of the BellSouth Tandem Office Switch. Tariffed cross connect charges shall apply, except in those instances where a Commission may otherwise have directed in an effective order.

However, to the extent that BellSouth appeals such order in a manner that stays the effectiveness of that order, then the order will not be considered effective until such time that the stay is lifted. Similarly, reconsideration of that order by a Commission can delay the effectiveness of such order when the Commission by its rules or through its own discretion delays the effective date. In such circumstances where a legally effective order is in place, WinStar at its option will be entitled to connect to another carrier pursuant to the terms of such effective order.

3.10 **Interconnection Facilities.** The Parties will use fiber transmission, 38 GHz wireless transmission, or other transmission facilities to physically interconnect their networks.

ARTICLE IV

MEET-POINT TRUNKING ARRANGEMENTS

4.01 Two-way meet point trunks which are separate from the Local Interconnection Trunk Groups will be established to enable the Company and BellSouth to provide Exchange Access Services to IXCs via a BellSouth Central Office. No Party shall charge the other any amount for any meet point facilities unless one Party is ordering trunks from the other.

4.02 The Parties will provide CCIS to each other, where and as available, in conjunction with meet point two-way trunk groups. Companies may establish CCIS interconnections either directly or through a third-party. The Parties will exchange TCAP messages to facilitate full inter-operability of CCIS-based features between their respective networks, including all CLASS features and functions to its own end users. The Parties will provide all CCIS signaling, Billing Number, originating line information ("OLI") and any other such similar service. For terminating FGD, BellSouth will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCIS platform) and OZZ/CIC information (non-CCIS environment) will be provided by a Company whenever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and OZZ/CIC codes.

4.03 CCIS shall be utilized in conjunction with two way meet point trunks; except MF signaling must be used on a separate meet point trunk group for originating FGD access to Exchange Access customers that use MF FGD signaling protocol.

4.04 All originating Toll Free Service calls for which BellSouth performs the Service Switching Point ("SSP") function (e.g., performs the database query) shall be delivered by the Companies using GR-394 format over a trunk group designated for Toll Free Service. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls. In the event the Companies become a toll free service provider, BellSouth shall deliver traffic using the GR-394 format over a trunk group designated for Toll Free Service.

4.05 All originating Toll Free Service calls for which a Company performs the SSP function, if delivered to BellSouth, shall be delivered by the Company using GR-394 format over the meet point trunk group for calls destined to IXCs, or shall be delivered by the Company using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend BellSouth access tandems.

4.06 Originating Feature Group B calls shall be delivered to BellSouth's tandem using the interLATA trunk groups.

4.07 The Parties agree: (a) to a multiple bill arrangement as described in MECAB; (b) to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies which includes traffic terminating to ported numbers; and (c) to employ a 30 day billing period for meet-point billing, and shall provide each other, at no charge and at least once a month, the Exchange Access detailed usage data.

4.08 Each Party will provide the other with the Exchange Access detailed usage data within fifteen (15) days of the end of the billing period. Each Party will provide to the other the Exchange Access summary usage data within fifteen (15) days of the date that a bill is rendered to the IXC by the initial billing party.

4.09 In the case of IXC traffic terminating to the Companies ported numbers, the Parties will, unless IXC actual minutes of use can be measured, account for access revenue on a State-by-State basis by using verifiable BellSouth/Company interstate and intrastate minutes of use reported on the applicable ARMIS report at the total IXC access rates applicable to BellSouth less the BellSouth/Company meet point access minutes at the meet point billing access rates applicable to BellSouth, with no other subtractions.

4.10 The meet point billing process in accordance with this Article shall apply to all Toll Free Service calls where the provider is an IXC. Each Party shall be responsible for billing its portion of the charges described herein.

4.11 If any Party provides intermediary functions for network access service connection between an IXC and another Party, each Party will provide their own network access services to the IXC on a meet-point basis. The meet-point billing arrangement will be through the multiple bill. Each Party will bill its own network access services rates to the IXC with the exception of the residual interconnection charge. Each Party shall bill 50% of its residual interconnection charges in such case, including in those instances where ported numbers are involved.

ARTICLE V

INTERCONNECTION TRUNK ARRANGEMENT

AND COMPENSATION

5.01 The Parties shall reciprocally terminate Local Traffic and intraLATA toll calls originating on each other's networks, as follows. Interconnection initially shall be at

the Tandem level, the Super Group and the Multiple Tandem Arrangement. The Super Group and Multiple Tandem Arrangements are as set forth in 3.04b and 3.04c of this Agreement. Future Interconnection between the Parties also may include end office to end office direct connections determined by joint engineering and planning and based on actual and forecasted traffic between the Parties.

a. The Parties initially shall make available to each other one-way trunks for the reciprocal exchange of Local Traffic and intraLATA toll traffic, subject to Section 3.04a supra.

b. The Parties will provide CCIS to one another in conjunction with all trunk groups where applicable. The Companies may establish CCIS interconnections either directly or through a third party. The Parties will exchange TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users. All CCIS signaling parameters will be provided including CPN. All privacy indicators will be honored.

c. BellSouth will make available to the Companies, as needed, 64 Kbps Clear Channel Capability ("64K CCC") trunks. Upon receipt of the Companies' initial forecast of 64K CCC quantities, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated Bipolar 8 Zero Substitution (B8ZS) ESF facilities, for the principal purpose of transmitting 64K CCC data calls between the Company and BellSouth. Where such trunks and/or additional equipment is required, such equipment and trunks will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, ALEC, or BellSouth internal customer demand for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way.

d. The Companies may opt at any time to terminate to BellSouth some or all Local Traffic and intraLATA toll traffic originating on its network via a combined two-way trunk group pursuant to Sections 3.04 and 3.04a, supra. In such case, the Company will provide a PLU to BellSouth or actual minutes of use.

e. No Party shall represent Exchange Access traffic as Local Interconnection Traffic.

f. BellSouth shall deliver all traffic destined to terminate at a Company's Central Office in accordance with the serving arrangements defined in the LERG.

g. When a Company delivers over the Local Interconnection Trunk Group miscellaneous non-local calls (i.e. time, weather, 900, Mass Calling Codes) destined for BellSouth, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

h. Calls completed using N11 codes (i.e. 411, 511, 911) shall not be sent between the Companies and BellSouth's networks over the Local Interconnection Trunk Groups.

i. The Parties acknowledge that there are certain types of calls that require exchange of billing records between the Parties. These types of records include intraLATA alternate billed calls (e.g. calling card, bill-to-third party, and collect records and LEC/ALEC-provided Toll Free Service records). The exchange of billing records for calls of this type that are intraLATA will be handled through the existing CMDS processes. The payments of revenues for these types of calls will be handled through Calling Card and Third Number Settlement ("CATS") with the CMDS host and specific arrangements with BellSouth. The Parties will exchange records of Local Transit Traffic on the same basis as provided in Paragraph 4.08 with respect to Exchange Access meet point billing records.

5.02 **Compensation for Call Termination.**

a. The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating local traffic on each other's network. The Parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit B to this Agreement.

b. The Parties will compensate each other on the basis of Mutual Traffic Exchange for the provision of intermediary tandem switching and transport services with respect to Transit Calls constituting Local Traffic.

c. The delivery of intrastate toll traffic between the Company and BellSouth shall also be reciprocal and compensation will be mutual. Each Party shall pay each other identical rates for terminating the same type of traffic on each other's network. The Parties will pay each other BellSouth's intrastate Exchange Access rate elements on a per minute of use basis for originating and terminating intrastate toll traffic as appropriate unless and until BellSouth may be directed by effective order of a Commission in any given state and/or the FCC to provide compensation for delivery of intrastate toll traffic (intraLATA and/or interLATA) to another ALEC or ALECs at a rate and/or basis other than that specified herein. However, to the extent that BellSouth appeals such order in a manner that stays the effectiveness of that order, then the order will not be considered effective until such time that the stay is lifted. Similarly, reconsideration of that order by a Commission can delay the effectiveness of such order when the Commission by

its rules or through its own discretion delays the effective date. In such circumstances where a legally effective order is in place, at WinStar's option, WinStar and BellSouth will compensate each other for the delivery of intrastate toll traffic pursuant to the terms of such effective order.

The following service elements shall apply to intraLATA toll calls (including Toll Free Service Calls whether the provider is a Company or BellSouth), except that certain elements may be inapplicable with collocation:

- Tandem switched transport:
- Fixed - per minute of use
- Variable - per minute per mile of use; provided, however, that an average mileage of 5 miles shall apply to all intraLATA toll traffic regardless of the actual mileage between the access tandem and the BellSouth end office.
- Tandem switching - per minute of use
- Interconnection charge (IC) - per minute of use
- Local switching - per minute of use
- Carrier Common Line - per minute of use
- 800 query charge - per query
- Record provisioning charge for intraLATA 800 records – per record

The applicable rates for the above elements can be found by reference to BellSouth access tariffs.

5.03 For intraLATA toll free service, access shall be charged by the Party originating the call rather than the Party terminating the call.

5.04 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network.

5.05 Measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly billing cycle and then rounded to the next whole minute.

5.06 Late payment fees, not to exceed 1 % per month may be assessed, if interconnection charges are not paid, within thirty (30) days of the due date.

5.07 For so long as BellSouth serves as numbering administrator within the Territory, BellSouth shall ensure that the Companies have on a nondiscriminatory basis sufficient numbering resources so that the Parties can distinguish Local Traffic (measured and flat rate) from intraLATA toll traffic. To the extent that BellSouth controls numbering resources and does not comply with the foregoing, all affected calls will be treated as Local Traffic to the extent that BellSouth cannot distinguish between Local Traffic and intraLATA toll traffic. Companies agree, subject to the first sentence of this Paragraph, to use NXX codes in a manner that will allow BellSouth to distinguish Local Traffic (measured and flat rate) from intraLATA toll traffic. In the event a third-party becomes numbering administrator, BellSouth agrees, if it is the Companies' CMDS host, to support the Companies' requests and assist the Company in obtaining Revenue Accounting Office codes, and any other billing and accounting codes necessary for the provision of local telephone numbers within BellSouth's jurisdiction. After final telecommunications numbering administration guidelines, plans or rules have been adopted pursuant to Section 251 (e) of the Act, the Parties shall comply with such guidelines, plans or rules.

ARTICLE VI
OPERATIONAL MATTERS AND UNBUNDLED NETWORK FEATURES.
FUNCTIONS AND CAPABILITIES.

6.01 BellSouth and WinStar will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service. The CLEC Work Center Operational Understanding Agreement may not be amended without prior notice to Winstar. If Winstar does not reject a change to this CLEC Work Center Operational Understanding Agreement within 30 days of notification, the change shall be deemed to have been accepted by WinStar.

6.02 MSAG. BellSouth shall provide to the Companies at no charge an initial Master Street Address Guide and quarterly updates by NPA, NXX or county.

6.03 Directory Listings and Directory Distribution.

a. The agreement between BellSouth Advertising and Publishing Co. ("BAPCO") and WinStar dated 8/23/96, incorporated herein by reference and attached as Exhibit D, shall remain in full force and effect for the term of this Interim Agreement.

b. BellSouth shall provide the Companies with a magnetic tape or computer disk containing the proper format to employ in submitting directory listings and daily updates. The Companies shall provide BellSouth with its directory listings and daily updates to those listings (including new, changed and deleted listings) in a mutually acceptable format. BellSouth shall include the Company's customers in directory assistance databases associated with the

areas in which each Company provides Exchange Services to such customers within the same time frame as it includes its own customers in such databases.

c. Rates. BellSouth and WinStar will provide to each other subscriber primary listing information in the White Pages for a non-recurring charge.

d. Procedures for Submitting WinStar Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.

e. Notwithstanding any provision(s) to the contrary, WinStar agrees to provide to BellSouth, and BellSouth agrees to accept, WinStar's Subscriber Listing Information (SLI) relating to WinStar's customers in the geographic area(s) covered by this Interconnection Agreement. WinStar authorizes BellSouth to release all such WinStar SLI provided to BellSouth by WinStar to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

f. No compensation shall be paid to WinStar for BellSouth's receipt of WinStar SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC's SLI, or costs on an ongoing basis to administer the release of WinStar SLI, WinStar shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

g. BellSouth shall not be liable for the content or accuracy of any SLI provided by WinStar under this Agreement. WinStar shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate WinStar listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to WinStar any complaints received by BellSouth relating to the accuracy or quality of WinStar listings.

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

6.04 Number Portability.

a. The Parties agree to provide interim Service Provider Number Portability ("SPNP") on a reciprocal basis between their networks to enable their end user customers to utilize telephone numbers associated with an Exchange Service provided by one Party, in conjunction with an Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service. The Parties shall provide reciprocal SPNP immediately upon execution of this Agreement via remote call forwarding ("RCF") or Direct Inward Dialing ("DID"). SPNP shall operate as follows:

b. A customer of Party A elects to become a customer of Party B. The customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon documentation to be agreed upon by the Parties and an associated service order assigning the number to Party B, Party A will within two business days, implement a remote call forwarding (RCF) arrangement whereby all calls to the original telephone numbers(s) will be automatically forwarded on a multiple-path basis to (a) new telephone number(s) designated by Party B within the same area where the original NXX code is used. The Parties agree that RCF in conjunction with other service rearrangements including, but not limited to, unbundled loops and direct inward dialing (DID) arrangements may require a time to provision which exceeds two days. Party A will route the forwarded traffic to Party B over the appropriate trunks as if the call was a call which had originated on Party A's network.

c. Party B will become the customer of record for the original Party A telephone numbers subject to the RCF arrangements. Party A will provide Party B a single consolidated master billing statement for all collect and billed-to 3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered via paper, electronic file transfer, daily magnetic tape or monthly magnetic tape (for which monthly option there shall be no charge). Party A shall provide to Party B the EMR detailed records associated with the calls reflected on the master billing statement.

d. Party A may cancel line-based calling cards and will, as directed by Party B, update its Line Information Database ("LIDB") listings for retained numbers subject to RCF, pursuant to the LIDB Agreement dated August 23, 1996 incorporated as Exhibit G hereto.

e. Within two (2) business days of receiving notification from the customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to the customer's instructions regarding its telephone number(s). Party A will reinstate service to the customer, cancel the RCF arrangement, or redirect the RCF arrangement pursuant to the customer's instructions at that time. Nothing herein shall preclude the customer or a third party with proper approval, or Party A, from dealing directly with the customer and carrying out the foregoing at the direction of the customer.

f. The Parties will migrate from RCF or DID to Permanent Number Portability as soon as practically possible, without interruption of service (to the degree possible) to their respective customers.

g. The Parties shall provide RCF arrangements to each other at identical monthly rates. Recurring charges shall not exceed the actual cost of providing the service. There shall be no non-recurring charges. Initially, until otherwise verified by reliable cost studies, actual cost for recurring charges are agreed to be as follows:

1. Residential Services - \$1.15 per line, including 6 call paths;
2. Business Service - \$2.25 per line, including 10 call paths; and
3. Each additional path - \$.50.

The Parties further recognize that the compensation formulation set forth above may need to be revised pursuant to the FCC's First Report and Order and Further Notice of Proposed Rulemaking, In the Matter of Telephone Number Portability, released July 2, 1996 in CC Docket No. 95-116. The Parties expressly agree that the compensation formulation set forth above will be revised as necessary to reflect the effective legal directive(s) of the FCC and/or any applicable Commission in this regard. However, to the extent that BellSouth appeals such legal directive(s) in a manner that stays the effectiveness of that directive, then the directive will not be considered effective until such time that the stay is lifted. Similarly, reconsideration of that legal directive by a Commission can delay the effectiveness of such legal directive when the Commission by its rules or through its own discretion delays the effective date. In such circumstances where a legally effective legal directive is in place, WinStar at its option will be entitled to the benefit of the compensation formulation with respect to Telephone Number Portability set forth therein. Further, should BellSouth provide SPNP to any other ALEC within a state or states in BellSouth Territory on a basis other than that set forth above during the Term of this Agreement, then, within each such state, at WinStar's option, WinStar will be entitled to obtain SPNP from BellSouth on terms equal to those obtainable by such other ALEC.

h. DID service provides trunk side access to end office switches for

direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge (subject to Paragraph 6.14(i)) applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group.

i. The Parties hereby agree to negotiate in good faith for a period of 30 days from the receipt by BellSouth of a written request from WinStar for SPNP through DID, such period to commence no soon than the effective date of this Agreement, with respect to the recurring and non-recurring charges, if any, for SPNP through DID. For this purpose, BellSouth shall provide Companies with its relevant cost studies, subject to applicable non-disclosure obligations. In the event that the Parties are unable to agree upon the applicable charges, the issue shall be resolved in accordance with the process set forth in Article XX.

j. Upon the final adoption of FCC regulations issued pursuant to Section 251 (b)(2) of the Act, the Parties agree to comply with such regulations.

6.05 Unbundling. Upon request from the Companies, BellSouth will provide the Companies nondiscriminatory access to any and all network elements on an unbundled basis at any technically feasible point. Rates, terms and conditions for unbundled elements and other services, including Operator Services, Database services, etc., are as set forth in Exhibit C hereto. Further, to the extent BellSouth provides any other ALEC or LEC access to unbundled elements in any given state or states, regardless of whether on the basis of voluntary agreement, tariff, or pursuant to a legally effective directive (e.g., order or opinion of a Commission or arbitration award under the Act), BellSouth simultaneously will provide WinStar with access to those same unbundled elements on equivalent rates, terms and/or conditions in the effected state or states. However, to the extent that BellSouth appeals such legal directive in a manner that stays

the effectiveness of that directive, then the directive will not be considered effective until such time that the stay is lifted. Similarly, reconsideration of that directive by a Commission can delay the effectiveness of such directive when the Commission by its rules or through its own discretion delays the effective date. In such circumstances where a legally effective directive is in place, WinStar at its option will be entitled to unbundled elements pursuant to the terms of such effective directive.

6.06 Access to Poles, Ducts, Conduits and Rights of Way.

Each Party shall provide the other Party access to its poles, ducts, rights-of-way, and conduits it owns or controls, to the extent permitted by law and as required by Section 224 of the Act or Commission Order, on terms, conditions, and prices equal to those offered to any other entity pursuant to each Party's applicable tariffs, contracts and/or standard agreements with such entities. Each Party shall also provide the other Party access to the roofs, building entrance conduits, cable ducts, and risers it owns or controls to the extent permitted by law pursuant to a bona fide request or license agreement mutually agreed to by both parties. The Parties agree to negotiate in good faith for a period of sixty (60) days following the execution of this Agreement, or the receipt of a bona fide request, pursuant to this Section 6.16.

6.06a BellSouth agrees to provide WinStar access to its central office premises, including roofs, towers, and other space and facilities in, on, or above the exterior walls and roof of each central office, for the purpose of collocating its 38GHz wireless transmission antenna system, cables, multiplexers, and other related equipment subject to the availability of space and facilities, the terms of a negotiated physical collocation agreement, and Section 6.16 of this Agreement. The Parties agree to negotiate in good faith for a period of sixty (60) days following the execution of this Agreement, or the receipt of a bona fide request, pursuant to this section 6.16a.

6.07 Service Orders. BellSouth agrees that upon receiving a service order from the Company (which may be transmitted by any means accepted as reliable in the industry) for any customer of BellSouth who wishes to disconnect its service and receive the Company's service, it shall complete the disconnect and provision RCF or DID, if applicable, within 24 hours of BellSouth's receipt of the service order assuming that the necessary DID trunks have already been installed. Disconnects shall be coordinated between the Parties to avoid breaks in service to the end user.

6.08 Disconnection of Customers. BellSouth shall accept any requests from a Company to disconnect the service of an existing BellSouth end user, except for BellSouth Public and Semipublic telephone service, subject to effective contracts with location providers. BellSouth will not require end user confirmation prior to disconnecting the end user's service. BellSouth will accept a request directly from an end user for conversion of the end user's service from a Company to BellSouth or will accept a request from another ALEC for conversion of the SPNP service associated with an end user's service charge from Company to the ALEC. BellSouth will notify the Company that such a request has been processed. This Paragraph 6.18 shall be subject to Section 258(a) and (b) of the Act which prohibits illegal changes of carrier selections and

assesses liability for such changes, and any change of service verification procedures which may be promulgated by the FCC. The Companies and BellSouth shall each execute a blanket letter of authorization for each State substantially in the form attached as Exhibit H hereto with respect to customer disconnections. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization of disconnection of service; provided, however that such processes shall comply with applicable State and federal law and until superseded shall be deemed adequate for purposes of this Agreement if such processes comply with FCC guidelines applicable to Presubscribed Interexchange Carriers (PIC) changes.

6.09 Dialing Parity. The Parties will ensure that the customers of the other shall not have to dial additional digits or incur dialing delays in order to complete calls as a result of Interconnection.

6.10 Non-Published Numbers. The Parties will reciprocally provide their respective numbers and contact names for their non-published bureaus so that each Party's operators will have the capability to contact the other in order to request that a Party's operator notify that Party's end user with a non-published number of an urgent call or emergency at the request of an user of the other Party.

6.11 Resale.

1. BellSouth's Offer of Services Available for Resale

a. The rates pursuant by which WinStar is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit I, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

b. WinStar may resell the tariffed telecommunications services of BellSouth, including any broadband exchange line or SynchroNet service, subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; legislatively or administratively mandated specialized discounts (e.g., education institution discount); and discounted services to meet competitive situations. BellSouth agrees that WinStar may resell the broadband exchange line or SynchroNet service as provided by BellSouth in any technically feasible manner alone or in conjunction with its own service offering.

c. The provision of services by BellSouth to WinStar does not constitute a joint undertaking for the furnishing of any service.

d. WinStar will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from WinStar for all services.

e. WinStar will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, WinStar accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill WinStar for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact WinStar customers, if in its sole discretion it deems it necessary for maintenance purposes. In making such maintenance-related contacts, BellSouth shall not make disparaging remarks about WinStar nor shall BellSouth use such calls as the basis for internal referrals or to solicit customers to market services. BellSouth may respond with factual information in answering customers questions. BellSouth shall have no other contact with the end user except to the extent provided for herein.

f. BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any end user within the service area of WinStar and WinStar agrees not to interfere with the right of any end user to obtain service directly from BellSouth. BellSouth will continue to directly market its own telecommunications products and services and in so doing may establish independent relationships with end users of WinStar.

g. In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. BellSouth will not, however, make the end user's previous telephone number available to WinStar until the end user's outstanding balance has been paid. Denied services means that the service of an end user provided by a local exchange telecommunications company, including BellSouth has been temporarily suspended for nonpayment and subject to complete disconnection.

h. BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to WinStar for a charge not less than BellSouth's cost.

i. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not

i. Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;

- ii. Cause damage to their plant;
 - iii. Impair the privacy of any communications; or
 - iv. Create hazards to any employees or the public. WinStar assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by WinStar.
- j. WinStar agrees that its resale of BellSouth services shall be as follows:
- i. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
 - ii. To the extent WinStar is a telecommunications carrier that serves greater than five percent of the Nation's presubscribed access lines, WinStar shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by WinStar are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999, or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.
 - iii. Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's Shared Tenant Service Tariff, as appropriate.
 - iv. WinStar is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in BellSouth's Tariff.

v. Resold services can only be used in the same manner as specified in BellSouth's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g., a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in BellSouth's Tariff referring to Shared Tenant Service.

k. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

1. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. WinStar is strictly prohibited from any use, including but not limited to sale, marketing or advertising, of any BellSouth name or trademark.

m. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth. WinStar or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

n. BellSouth will not perform any billing and collection services for WinStar as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

o. Pursuant to 47 CFR Section 51.617, BellSouth will bill WinStar end user common line charges identical to the end user common line charges that BellSouth bills its end users.

p. The procedures for discontinuing end user service purchased by WinStar for resale to an end user are as follows:

i. Where possible, BellSouth will deny service to WinStar's end user on behalf of, and at the request of, WinStar. Upon

restoration of the end user's service, restoral charges will apply and will be the responsibility of WinStar.

- ii. At the request of WinStar, BellSouth will disconnect a WinStar end user customer.
- iii. All requests by WinStar for denial or disconnection of an end user for nonpayment must be in writing.
- iv. WinStar will be made solely responsible for notifying the end user of the proposed disconnection of the service.
- v. BellSouth will continue to process calls made to the Annoyance Call Center and will advise WinStar when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by WinStar and/or the end user against any claim, loss or damage arising from providing this information to WinStar. It is the responsibility of WinStar to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
- q. The procedures for discontinuing service to WinStar are as follows:
 - i. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by WinStar of the rules and regulations of BellSouth's Tariffs.
 - ii. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to WinStar, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice, and WinStar's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

- iii. If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
- iv. If WinStar fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by WinStar to receive notices of noncompliance, discontinue the provision of existing services to WinStar at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice, and WinStar's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to WinStar without further notice.
- v. If payment is not received or arrangements made for payment by the date given in the written notification, WinStar's services will be discontinued. Upon discontinuance of service on a WinStar account, service to WinStar's end users will be denied. BellSouth will also reestablish service at the request of the end user or WinStar upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.
- vi. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.
- r. BellSouth may require WinStar to make a deposit, if evidence of good credit cannot be provided, when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves WinStar from the prompt payment of bills on presentation nor does it constitute a waiver of modification or the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that WinStar defaults on its account, service to WinStar will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to WinStar during the continuance of the deposit. Interest of a deposit shall

accrue annually and, if requested, shall be annually credited to WinStar by the accrual date.

2. Ordering of Services from BellSouth for Resale Purposes
 - s. The ordering and provision of services purchased from BellSouth for resale purposes by WinStar shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Reseller) as those guidelines are amended by BellSouth from time to time during the term of this Agreement; furthermore, in all instances ordering and provisioning intervals will be no greater than those provided to BellSouth's own customers.
 - t. When the initial service is ordered by WinStar, BellSouth will establish an accounts receivable master account for WinStar.
 - u. BellSouth shall bill WinStar on a current basis all applicable charges and credits.
 - v. Payment of all charges will be the responsibility of WinStar. WinStar shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by WinStar from WinStar's customers. BellSouth will not become involved in billing disputes that may arise between WinStar and its customers. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
 - w. BellSouth will render bills each month on established bill days for each of WinStar's accounts.
 - x. BellSouth will bill WinStar in advance charges for all services to be provided during the ensuing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.
 - y. The payment will be due by the next bill date (i.e., the same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth. If the payment due date falls on a Sunday or on a Holiday which 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 penalty, as set forth in bb. following, shall apply.
- z. Upon proof of tax exempt certification from WinStar, the total amount billed to WinStar will not include any taxes due from the end user. WinStar will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- aa. As the customer of record, WinStar will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.
- bb. If any portion of the payment is received by BellSouth after 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 penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lesser of:
- i. The highest interest rate (in decimal value) which may be levied by law for a commercial transaction, compounded daily for the number of days from the payment due date to and including the date that WinStar actually makes the payment to BellSouth, or
 - ii. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that WinStar actually makes the payment to BellSouth.
- cc. Any Carrier Common Line Charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.
- dd. In general, BellSouth will not become involved in disputes between WinStar and WinStar's end user customers over resold services. If a dispute does arise that cannot be settled without

the involvement of BellSouth, WinStar shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with WinStar to resolve the matter in as timely a manner as possible. WinStar may be required to submit documentation to substantiate the claim.

ee. WinStar is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BellSouth within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon WinStar.

3. Further, to the extent the FCC, a Commission, or a court of competent jurisdiction issues an effective order establishing the rates, terms, and/or conditions on which BellSouth is to provide telecommunications services for resale, then WinStar will be entitled to purchase all such telecommunications services from BellSouth on such rates, terms, and/or conditions. In addition, if and to the extent that BellSouth makes available to another ALEC or LEC telecommunications services for resale in any given state or states, regardless of whether on the basis of voluntary agreement, tariff, or pursuant to a legally effective directive (e.g., order or opinion of a Commission, the FCC, or arbitration award under the Act), BellSouth simultaneously will provide WinStar with access to those same telecommunications services for resale pursuant to identical rates, terms and/or conditions in the effected state or states.

However, to the extent that BellSouth appeals such order or directive in a manner that stays the effectiveness of that order or directive, then the order or directive will not be considered effective until such time that the stay is lifted. Similarly, reconsideration of that order or directive by a Commission can delay the effectiveness of such order or directive when the Commission by its rules or through its own discretion delays the effective date. In such circumstances where a legally effective order or directive is in place, WinStar at its option will be entitled to those same telecommunications services for resale pursuant to the terms of such effective order or directive.

6.12 Parties' Intent. It is the intent of the Parties that the items included in this Article VI shall comply with the requirements of Sections 251, 252 and 271 of the Act.

ARTICLE VII

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

7.1 The costs associated with implementing the OSS electronic interfaces should be shared equitably among all parties who benefit from those interfaces. Rates

for Operational Support Systems are set forth in Table 1 below. In addition to OSS charges, applicable service order and related charges apply per tariff.

TABLE 1:

<u>OPERATIONAL SUPPORT SYSTEMS</u>	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS Order charge, per LSR received from WinStar by one of the OSS interactive interfaces	\$3.50	\$3.50
Incremental charge per LSR received from WinStar by means other than one of the OSS interactive interfaces	\$19.99	\$19.99

7.2 The Parties agree that WinStar will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs exceeds the threshold percentages shown below:

<u>Year</u>	<u>Ratio: Mechanized/Total LSRs</u>
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

ARTICLE VIII **CONFIDENTIALITY OF DIRECTORY ASSISTANCE AND** **WHITE PAGES LISTINGS.**

BellSouth and its Affiliates will afford the Companies' directory listings information the same level of confidentiality which BellSouth affords its own directory listing information, and BellSouth shall ensure that access to Companies' customer proprietary confidential directory information will be limited solely to those employees who immediately supervise or are directly involved in the processing and publishing of listings and directory delivery. BellSouth will not use the Companies' directory listings for the marketing of BellSouth's telecommunications services or for any purpose other than directory listings.

ARTICLE IX **RESPONSIBILITIES OF THE PARTIES**

9.01 At all times during the term of this Agreement or any extension, the Parties agree to use their best efforts to comply with all provisions herein in a fair and nondiscriminatory manner.

9.02 The Parties agree to exchange such reports and/or data as required by Article V of this Agreement to facilitate the proper billing of traffic. Upon thirty (30) days written notice, any Party may request an audit of usage reports or the other Party's PLU and any such audit shall be accomplished during normal business hours at the office designated by the Party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits may be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The audit may include review of the data described in Paragraphs 5.04 and 5.05 of this Agreement, no Party shall have access to the data of the Party subject to the audit, but shall rely upon similar results provided by the independent auditor. A request for an audit must be received within one (1) year of receipt of the PLU factor and usage reports from the audited party.

9.03 The Companies shall provide BellSouth with quarterly service projections including, without limitation, busy hour usage for BellSouth's access capacity. BellSouth shall manage its network in order to accommodate the Companies' projected traffic at the required grade of service of P.01 per average busy hour, with busy hour measurement made over a 20 day window. The Parties shall jointly review engineering requirements on no less than a semi-annual basis and no more frequently than a quarterly basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements. In particular, the Parties agree that new trunk groups will be established and/or existing trunk groups augmented based on sound and standard local telephone company network engineering principals. High usage trunk groups will be used between WinStar end offices and BellSouth end offices when engineering principles dictate their implementation.

9.04 The Parties shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and all Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

9.05 The Companies shall be responsible for all Control Office functions for the meet point trunking arrangement trunks and trunk groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

9.06 All Parties shall:

- a. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians;
- b. Notify each other when there is any change affecting the service requested, including the due date;
- c. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk

groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date;

d. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other;

e. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks;

f. Provide each other with a trouble reporting number that is readily accessible and available 24 hours per day 7 days a week;

g. Provide to each other test-line numbers and access to test lines for the purposes of testing trunking.

9.07 Bilateral Agreements. The Parties shall jointly develop and implement a bilateral agreement regarding technical and operational interfaces and procedures not covered by this Agreement. The Parties will use their best efforts to finalize such agreement within 90 days of the effective date of this Agreement.

9.08 Trouble Reports. The Parties will cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner. As previously referenced, in no circumstances will the standard maintenance and/or repair intervals of either Party exceed the same intervals for the same or similar repair services under similar circumstances as provided by that Party to any other ALEC, LEC, IXC or customer.

9.09 The Parties will provide their respective billing contact numbers to one another.

ARTICLE X. TRUNK FORECASTING

10.01 The Parties shall work towards the development of joint forecasting responsibilities for the traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other semi-annually. The semi-annual forecasts shall include:

a. Yearly forecasted trunk quantities including, without limitation, measurements that reflect actual tandem Local Interconnection and meet point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for a minimum of three (current and plus-1 and plus-2) years;

b. The use of Common Language Location Identifier (CLLI-MSG), which is described in Bellcore documents BR 795-100-100 and BR 795-400-100; and

c. A description of major trunk capacity additions anticipated for the following six months.

10.02 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

ARTICLE XI. GRADE OF SERVICE

A blocking standard of one half of one percent (.005) during the average busy hour for final trunk groups between a Company end office and BellSouth access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01) in the average busy hour for that trunk group.

ARTICLE XII. TRUNK SERVICING

12.01 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR").

12.02 All Parties shall work cooperatively to manage the capacity of Local Interconnection Trunk Groups. Any Party may send another an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment. The receiving Party will issue a Firm Order Confirmation ("FOC") and a Design Layout Record ("DLR") to the ordering Party within 5 business days after receipt of the ASR, upon review of and in response to the ordering Party's ASR, to begin the provisioning process.

12.03 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.

12.04 Service provided for in an ASR shall be installed at a minimum within 14 business days of receipt of the ASR. In no circumstances will the standard provisioning interval for facilities provided by either Party exceed the interval for the same or similar services under similar circumstances as provided by that Party to any other ALEC, LEC, IXC or customer.

12.05 In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Article XI due to a bona fide end user demand,

such Party may designate its ASR as an "Expedite" and the other Party shall issue its FOC and DLR and install service within the requested interval, subject to resource and facilities availability.

12.06 The Companies shall be responsible for engineering their networks on their side of the POI. BellSouth shall be responsible for engineering its network on its side of the POI. The Parties shall be jointly responsible for engineering the POI.

ARTICLE XIII. NETWORK MANAGEMENT

13.01 Protective Controls. Any Party may use or request protective network traffic management controls such as 7-digit and 1 0-digit code gaps on traffic toward or from each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

13.02 Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when the Parties mutually agree.

13.03 Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

ARTICLE XIV. FORCE MAJEURE

No Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party; regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by another Party or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Parties, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected

Party shall use its best efforts to avoid or remove the cause of non-performance and the Parties shall proceed to perform with dispatch once the causes are removed or cease.

ARTICLE XV. GOVERNING LAW

This Agreement shall be governed by the laws of the States in the Territory, as applicable to performance hereof in each such state, and federal law, as applicable, including the Act.

ARTICLE XVI. LIMITATION OF LIABILITY AND INDEMNITY

16.01 No Party shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

16.02 Each Party agrees, and each assumes the obligation, to limit the liability of the other Parties to the customers of the first Party to the greatest extent permissible by law. Company agrees to include in its local switched service tariff (if it files one in a particular State) or in any State where it does not file a local service tariff, in an appropriate document that is binding on its customers, a limitation of liability for damages by its customers that covers BellSouth as a provider of a portion of Company's end user services to the same extent as Company limits its own liability to its customers. BellSouth agrees to include in its tariff (if it files one in a particular State) or in any State where it does not file a local switched service tariff, in an appropriate document that is binding on its customers, a limitation of liability for damages by its customers that covers Company as a provider of a portion of BellSouth's end user services to the same extent as BellSouth limits its own liability to its customers.

16.03 No Party hereto shall be liable for damages to the other's terminal location, POI or other Party's customers' 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 such Party's negligence or willful misconduct.

16.04 Each Party providing services, its affiliates and its parent company shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the receiving party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the other Party's customer arising from the Party's use or reliance on the other Party's services, actions, duties, or obligations arising out of this agreement.

16.05 The Parties assume no liability for the accuracy of data provided by another Party and each Party agrees to indemnify and hold harmless the others for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

16.06 No license under patents (other than the limited license to use) is granted or deemed implied with respect to any service offered by any Party pursuant to this Agreement. A Party providing a service pursuant to this Agreement will defend the Party receiving such service against claims of patent infringement arising solely from the use by the receiving Party of service offered pursuant to this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims.

ARTICLE XVII. RECIPROCITY OF PROVISIONS

If a provision of this Agreement by its terms applies only to one Party because it is currently inapplicable to the other, such provision shall be deemed to apply reciprocally if and when such other Party's circumstances change such that the provision becomes applicable.

ARTICLE XVIII. ASSIGNMENT

This Agreement may be assigned by any Party upon sixty (60) days written notice to all Parties. To the extent this Agreement is assigned by a Party to an affiliate and/or subsidiary, then no such written notice is required.

ARTICLE XIX. DEFAULT

If either Party believes the other is in breach of this Agreement or in violation of law, it shall first give sixty (60) days' written notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties shall employ the Dispute Resolution procedures set forth in Section XX.

ARTICLE XX. NONDISCLOSURE

20.01 The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation,

technical and business plans, technical information, proposals, specifications, drawings, procedures, customer count data and similar information (hereinafter collectively referred to as "Information"). The Information shall either be in writing or other tangible forms and clearly marked with a confidential, private or proprietary legend (except in the case of data audited pursuant to Section 8.02, which shall be subject to this Paragraph 19.01 whether or not so marked) or when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. The Parties agree that the Information shall not be copied or reproduced in any form. The Parties further agree not to disclose such Information and to protect the Information from distribution, disclosure, or dissemination to anyone except employees of the Parties with a need to know such Information and which employees agree to be bound by the terms of this Article. Neither Party shall use the other Party's Information for any purpose other than the performance of this Agreement. The Parties will use the same standard of care to protect the Information received as they would use to protect their own confidential and proprietary Information.

20.02 Notwithstanding the provisions of Paragraph 19.01, the Parties agree that there will be no obligation to protect any portion of the information that is either:

- (1) made publicly available by the owner of the information or lawfully disclosed by a non-party to this Agreement;
- (2) lawfully obtained from any source other than the owner of the information; or
- (3) previously known to the receiving Party; without an obligation to keep it confidential.

20.03 **Effective Date of this Section.** Notwithstanding any other provision of this Agreement to the contrary, the Proprietary Information provisions of this Agreement shall apply to all information furnished by any Party to the [an]other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

ARTICLE XXI.

DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, the Parties shall first confer to discuss the dispute and seek resolution prior to taking any action before any court or regulator, or before authorizing any public statement about or authorizing disclosure of the nature of the dispute to any third party. Such conference shall occur at least at the Vice President level for each Party. In the case of BellSouth, its or equivalent officer, shall participate in the meeting, and the Companies' General Manager, or equivalent officer, shall participate. Thereafter, if such initial conference date cannot in good faith be scheduled within five

business days, or in the event such conference fails to resolve the matter, the Parties shall submit any dispute that remains unresolved to arbitration conducted in the state where the default or violation allegedly occurred in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date that such notice is given. The decision of the arbitrators shall be final and binding upon the Parties and judgment may be obtained thereon by either Party in a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case. The costs of arbitration, including the fees and expenses of the arbitrators, will be shared equally by the Parties unless the award otherwise provides. The resolution of disputes under this Article shall be consistent with the Act.

Alternately, or in addition to the arbitration procedures set forth above, either Party may have recourse to the applicable Commission and/or FCC. Further, to the extent BellSouth enters into an agreement with another ALEC or LEC that contains provisions for Liquidated Damages then, at the option of WinStar, WinStar will be entitled to incorporate by reference such Liquidated Damages provisions into this Agreement with respect to the state or states(s) for which BellSouth has entered into such Liquidated Damages provisions. However, to the extent that BellSouth appeals an order with respect to a Liquidated Damages provision(s) in a manner that stays the effectiveness of that order, then the order will not be considered effective until such time that the stay is lifted. Similarly, reconsideration of that order by a Commission can delay the effectiveness of such order when the Commission by its rules or through its own discretion delays the effective date. In such circumstances where a legally effective order is in place, WinStar at its option will be entitled to incorporate by reference such Liquidated Damages provision(s) carrier pursuant to the terms of such effective order.

ARTICLE XXII. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the Parties, and 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.

ARTICLE XXIII. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and upon said execution, shall be treated as an executed document.

ARTICLE XXIV.

NOTICES AND DEMANDS

Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any Party shall be in writing and shall be deemed to have been duly given as of the earlier of (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; or (iii) on the date set forth on the confirmation in the case of telecopy, to such Party at the address set forth below or at such other address as either Party may specify in writing.

BellSouth Telecommunications, Inc.
675 W. Peachtree Street
Atlanta, Georgia 30375
Attention: General Attorney - Customer Operation Units

Any WinStar entity:

Russell C. Merbeth
Vice President, Regulatory/Legal
c/o 1146 Nineteenth Street NW
Suite 250
Washington, D.C. 20036
(Fax) (202) 530-0977
(Tel) (202) 530-7659

and to
Dennis Huber
Vice President – Network Engineering
WinStar Wireless, Inc.
2545 Horsepen Road
Herndon, VA 20171
(Tel) (703) 889-6217

Each Party shall inform the other of any changes in the above addresses.

ARTICLE XXV. **MORE FAVORABLE PROVISIONS**

25.01 If as a result of any proceeding before any Court, Commission, or FCC, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide interconnection, number portability, unbundled access to network elements or any other services related to interconnection, whether or not presently covered by this Agreement, to another telecommunications carrier operating within a State within the Territory at rates or on terms and/or conditions more favorable to the carrier than the applicable provisions of

this Agreement, the Companies, subject to Paragraph 25.02, shall be entitled to substitute such more favorable rates, terms and/or conditions for the relevant provisions of this Agreement which shall apply to the same States as such other carrier and such substituted rates, terms and/or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof to such other carrier.

25.02 If the more favorable provision is a result of the action of an appropriate regulatory agency or judicial body whether commenced before or after the effective date of this Agreement, the Parties agree to incorporate such order in this Agreement as of its effective date. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the Parties agree that the Companies shall be eligible for subscription to said service at the rates, terms and conditions contained in tariffs as of the effective date of the tariff.

25.03 The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from Companies.

ARTICLE XXVI.

MISCELLANEOUS PROVISIONS

26.01 Severability. If any provision of this Agreement, or the application of such provision to any Party or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effected thereby; provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

26.02 Modification. No variational modification of this Agreement and no waiver of any of its terms or conditions should be valid unless it is in writing and signed by the duly authorized officers of the Party or Parties sought to be charged. The Parties acknowledge that this Agreement may be subject to change or modification by each Commission and/or the FCC as said Commission and/or FCC may direct in the exercise of its jurisdiction; provided, however, that unless otherwise agreed by the Parties, any such modification shall be effective only insofar as this Agreement applies to the State of such Commission's jurisdiction. Any such Commission and/or FCC modification or revision necessarily required to comply with a particular state's law, rule or regulation which is consistent with the intent and purpose of this Agreement shall be reduced to writing and appended to this Agreement as an addendum and executed by all Parties affected thereby.

26.03 Headings. The headings of the sections, Articles and Paragraphs of this Agreement have been inserted for convenience of reference only and shall not restrict or otherwise modify any of the terms or provisions hereof.

26.04 Grammatical Changes. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter gender as the circumstances require.

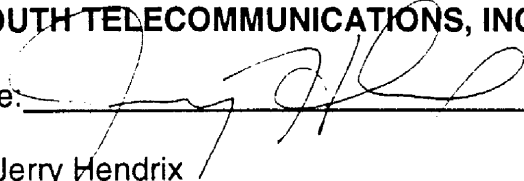
26.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all such counterparts shall constitute one and the same instrument. Signatures transmitted by the Parties by facsimile shall have the same effect as original signatures as of the date transmitted by the executing Party.

A) However, to the extent that BellSouth appeals such order in a manner that stays the effectiveness of that order, then the order will not be considered effective until such time that the stay is lifted. Similarly, reconsideration of that order when the commission by its wells or through its own discretion delays the effective date.

ARTICLE XXVII.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, INC.

Signature: 

Name: Jerry Hendrix

Title: Sr. Director-Customer Markets

Date: 7/28/02

WINSTAR WIRELESS, INC., ON ITS OWN BEHALF AND AS AGENT FOR WinStar Wireless of Alabama, Inc.; WinStar Wireless of Florida, Inc.; WinStar Wireless of Georgia, Inc.; WinStar Wireless of Kentucky, Inc.; WinStar Wireless of Louisiana, Inc.; WinStar Wireless of Mississippi, Inc.; WinStar Wireless of North Carolina, Inc.; WinStar Wireless of South Carolina, Inc. and WinStar Wireless of Tennessee, Inc.

Signature: 

Name: Russell Merbeth

Title: Vice President, Regulatory/Legal

Date: 7/27/00

EXHIBIT A

WINSTAR ENTITIES COVERED BY AGREEMENT

WinStar Wireless, Inc.
WinStar Wireless of Alabama, Inc.
WinStar Wireless of Florida, Inc.
WinStar Wireless of Georgia, Inc.
WinStar Wireless of Kentucky, Inc.
WinStar Wireless of Louisiana, Inc.
WinStar Wireless of Mississippi, inc.
WinStar Wireless of North Carolina, Inc.
WinStar Wireless of South Carolina, Inc.
WinStar Wireless of Tennessee, Inc.

At any time during the term of this Agreement, the Companies may add as Parties hereto additional Affiliates that become certified in the Territory as ALECs, who shall become "Companies" hereunder, by executing an appropriate amendment to this Agreement.

BELLSOUTH/CLEC-1 RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)											
End Office Switching, per mou	N/A	\$0.0018	NA	\$0.0016333	\$0.002562	NA	\$0.0023771	\$0.0017	\$0.0019295	\$0.0019	
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)		NA	\$0.002	NA	NA	\$0.00209	NA	NA	NA	NA	
Tandem Switching, per mou	N/A	\$0.00063	\$0.00029	\$0.0006757	\$0.001096	NA	\$0.0007834	\$0.0009	\$0.0006843	\$0.000676	
Tandem Switching (assumes 5 miles of transport per mou)	N/A	NA	NA	NA	NA	\$0.00430	NA	NA	NA	NA	
Tandem Local Interconnection, per mou (includes end office switching element)		NA	\$0.00325	NA	NA	\$0.00639	NA	NA	NA	NA	
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99		NA	\$0.00125	NA	NA	\$0.00430	NA	NA	NA	NA	
Local Intermediary, per mou (applies to transit traffic only)		NA	\$0.00125	NA	NA	\$0.00430	NA	NA	NA	NA	
Tandem Intermediary Charge, per mou*	N/A	\$0.0015	NA	NA	\$0.001096	NA	NA	NA	NA	NA	
*(This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.)											
TRUNK PORT CHARGE											
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff. At such time as BellSouth develops a cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such cost based rates and shall true up such charges in accordance with this Attachment.											
		BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	
INTEROFFICE TRANSPORT											
Common (Shared) Transport											
Common (Shared) Transport per mile per mou	N/A	\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00001	\$0.0000121	\$0.00004	
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672	\$0.00036	
Interoffice Channel Transport - Dedicated - VG											
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L:5XF	\$0.03390	NA	\$0.0222	NA	\$0.0384	NA	\$0.0282	\$0.0373	\$0.0173	
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L:5XF	\$18.49	NA	\$17.07	NA	\$19.10	NA	\$18.00	\$21.42	\$18.33	
NRC - 1st	1L:5XF	\$144.27	NA	\$79.61	NA	\$104.23	NA	\$137.48	\$136.44	\$83.35	
NRC - Add'l	1L:5XF	\$54.15	NA	\$36.08	NA	\$39.91	NA	\$52.58	\$51.37	\$20.88	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	NA	\$38.07	\$39.63	\$30.15	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.54	NA	\$18.94	NA	\$26.20	NA	\$38.07	\$39.63	\$31.63	
Interoffice Channel Transport - Dedicated - VG - Kentucky & Mississippi											
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5NF	NA	NA	NA	\$0.03	NA	\$0.0323	NA	NA	NA	
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5NF	NA	NA	NA	\$27.66	NA	\$21.33	NA	NA	NA	
NRC - Facility Termination - 1st	1L5NF	NA	NA	NA	\$142.31	NA	\$144.77	NA	NA	NA	
NRC - Facility Termination - Add'l	1L5NF	NA	NA	NA	\$56.21	NA	\$56.06	NA	NA	NA	
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAC	NA	NA	NA	\$37.21	NA	\$36.86	NA	NA	NA	
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAC	NA	NA	NA	\$37.21	NA	\$36.86	NA	NA	NA	
Interoffice Channel Transport - Dedicated - DS0 - 56/64 KBPS											
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XK	\$0.0339	\$0.0252	\$0.0222	NA	\$0.0384	NA	\$0.0282	\$0.0373	\$0.17	
Interoffice Transport - Dedicated - DS0 - facility termination per month	1L5XK	\$17.81	\$21.33	\$16.45	NA	\$18.37	NA	\$17.40	\$20.71	\$17.74	
NRC - 1st	1L5XK	\$144.27	\$137.15	\$79.61	NA	\$104.23	NA	\$137.48	\$136.44	\$83.35	
NRC - Add'l	1L5XK	\$54.15	\$64.45	\$36.08	NA	\$39.91	NA	\$52.58	\$51.37	\$20.88	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	NA	\$38.07	\$39.63	\$30.15	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	NA	\$38.07	\$39.63	\$31.63	

BELLSOUTH/CLEC-1 RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi											
DS0 - per mile	1L5NK	NA	NA	NA	\$0.03	NA	\$0.0323	NA	NA	NA	NA
DS0 - Facility Termination	1L5NK	NA	NA	NA	\$26.95	NA	\$20.64	NA	NA	NA	NA
NRC - Facility Termination - 1st	1L5NK	NA	NA	NA	\$142.31	NA	\$144.77	NA	NA	NA	NA
NRC - Facility Termination - Add'l	1L5NK	NA	NA	NA	\$56.21	NA	\$56.06	NA	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAC	NA	NA	NA	\$37.21	NA	\$36.86	NA	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAC	NA	NA	NA	\$37.21	NA	\$36.86	NA	NA	NA	NA
Interoffice Channel Transport - Dedicated - DS1											
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XL	\$0.69	\$0.6013	\$0.4523	NA	\$0.7831	NA	\$0.5753	\$0.7598	\$0.3525	
Interoffice Transport - Dedicated - DS1 - facility termination per month	1L5XL	\$79.69	\$99.79	\$78.47	NA	\$93.40	NA	\$74.29	\$94.98	\$75.83	
NRC - 1st	1L5XL	\$223.59	\$45.91	\$147.07	NA	\$160.49	NA	\$217.17	\$216.27	\$166.53	
NRC - Add'l	1L5XL	\$168.60	\$44.18	\$111.75	NA	\$123.03	NA	\$163.75	\$162.70	\$124.84	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	NA	\$38.07	\$39.63	\$30.15	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	NA	\$38.07	\$39.63	\$31.63	
Interoffice Channel Transport - Dedicated - DS1 - Kentucky & Mississippi											
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5NL	NA	NA	NA	\$0.45	NA	\$0.6598	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS1 - facilities termination per month	1L5NL	NA	NA	NA	\$55.05	NA	\$74.40	NA	NA	NA	NA
NRC - Facility Termination - 1st	1L5NL	NA	NA	NA	\$298.18	NA	\$222.81	NA	NA	NA	NA
NRC - Facility Termination - Add'l	1L5NL	NA	NA	NA	\$231.23	NA	\$168.92	NA	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAC	NA	NA	NA	NA	NA	\$36.83	NA	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAC	NA	NA	NA	NA	NA	\$36.86	NA	NA	NA	NA
Interoffice Channel Transport - Dedicated - DS3											
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XM	\$12.56	\$10.22	\$6.53	NA	\$14.04	NA	\$12.98	\$19.08	\$5.89	
Interoffice Transport - Dedicated - DS3 - facility termination per month	1L5XM	\$771.60	\$984.55	\$725.53	NA	\$1,101.00	NA	\$720.38	\$960.82	\$760.20	
NRC - 1st	1L5XM	\$961.93	\$772.93	\$778.80	NA	\$713.57	NA	\$794.94	\$941.07	\$729.27	
NRC - Add'l	1L5XM	\$532.45	\$435.92	\$439.62	NA	\$404.36	NA	\$579.55	\$503.72	\$411.98	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$100.19	NA	\$77.41	NA	\$71.19	NA	\$91.26	\$92.52	\$75.98	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$100.19	NA	\$77.41	NA	\$71.19	NA	\$91.26	\$92.52	\$75.98	
Interoffice Channel Transport - Dedicated - DS3 - Kentucky & Mississippi											
Interoffice Channel Transport - Dedicated - DS3 - per mile											
Interoffice Transport - Dedicated - DS3 - facility termination per month	1L5NM	NA	NA	NA	\$12.62	NA	\$15.02	NA	NA	NA	NA
NRC - DS3 - Facility Termination - 1st	1L5NM	NA	NA	NA	\$1,204.00	NA	\$744.38	NA	NA	NA	NA
NRC - DS3 - Facility Termination - Add'l	1L5NM	NA	NA	NA	\$946.23	NA	\$812.30	NA	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAC	NA	NA	NA	\$516.89	NA	\$596.55	NA	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAC	NA	NA	NA	\$93.12	NA	\$64.97	NA	NA	NA	NA
Local Channel - Dedicated											
Local Channel - Dedicated - 2-Wire VG											
Monthly Recurring	TEFV2	\$14.61	\$18.02	\$13.91	\$22.26	\$14.94	\$17.83	\$14.82	\$16.83	\$19.02	
NRC - 1st	TEFV2	\$572.46	\$477.33	\$382.95	\$597.14	\$401.17	\$565.31	\$553.80	\$554.00	\$254.14	
NRC - Add'l	TEFV2	\$92.07	\$124.32	\$62.40	\$110.52	\$66.35	\$93.30	\$86.69	\$88.58	\$28.96	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$45.12	NA	\$18.94	\$41.46	\$29.54	\$41.57	\$42.17	\$43.75	\$33.65	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$18.73	NA	\$8.42	NA	\$19.46	\$27.39	\$12.76	\$13.55	\$23.84	
Local Channel - Dedicated - 4-Wire VG											
Monthly Recurring	TEFV4	\$15.77	\$19.01	\$14.99	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05	\$20.14	
NRC - 1st	TEFV4	\$581.14	\$477.33	\$368.44	\$585.15	\$407.11	\$573.83	\$562.23	\$562.46	\$257.05	
NRC - Add'l	TEFV4	\$95.21	\$124.32	\$64.05	\$98.53	\$68.61	\$96.40	\$92.67	\$91.57	\$30.34	

BELLSOUTH/CLEC-1 RATES
LOCAL INTERCONNECTION

		RATES BY STATE									
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$45.12	NA	\$18.94	\$98.53	\$29.54	\$41.57	\$42.17	\$43.64	\$33.65	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$18.73	NA	\$8.42	\$11.99	\$19.46	\$27.39	\$12.76	\$13.55	\$23.84	
Local Channel - Dedicated - DS1											
Monthly Recurring	TEFHG	\$35.52	\$44.35	\$38.36	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27	
NRC - 1st	TEFHG	\$549.85	\$246.50	\$356.15	\$538.95	\$396.86	\$588.53	\$534.48	\$534.81	\$343.71	
NRC - Add'l	TEFHG	\$475.02	\$230.49	\$312.89	\$464.94	\$342.92	\$501.32	\$462.69	\$462.81	\$277.86	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$91.22	NA	\$44.22	\$87.71	\$61.82	\$81.30	\$86.15	\$87.99	\$23.51	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA	NA	NA	NA	NA	NA	\$1.77	\$3.11	\$21.75	
Local Channel - Dedicated - DS3											
Monthly Recurring	TEFHJ	\$559.98	\$630.65	\$558.51	\$697.89	\$696.07	\$533.33	\$498.87	\$602.18	\$633.15	
NRC - 1st	TEFHJ	\$1,106.14	\$879.42	\$882.03	\$1,091.00	\$811.30	\$569.08	\$562.25	\$1,091.00	\$829.52	
NRC - Add'l	TEFHJ	\$676.66	\$542.41	\$545.85	\$661.23	\$502.09	\$534.58	\$527.88	\$654.13	\$512.23	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$100.19	NA	\$77.41	\$93.12	\$71.19	\$56.84	\$56.25	\$92.52	\$75.98	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$100.19	NA	\$77.41	\$93.12	\$71.19	\$56.84	\$56.25	\$92.52	\$53.03	
CHANNELIZATION											
DS3 Channelization (DS3 to DS1)											
per Channelized System per month	SATCS	\$210.87	\$213.22	\$173.51	\$236.32	\$245.84	\$229.30	\$226.81	\$204.07	\$225.59	
NRC - 1st	SATCS	\$355.25	\$280.12	\$284.43	\$425.41	\$259.76	\$356.80	\$351.95	\$423.77	\$265.08	
NRC - Add'l	SATCS	\$245.86	\$196.07	\$199.98	\$303.33	\$182.64	\$247.40	\$243.76	\$295.21	\$185.94	
NRC - 1sr - Disconnect	SATCS	\$78.43	\$64.06	\$66.76	NA	\$60.96	\$79.94	\$77.90	NA	\$61.09	
NRC - Add'l - Disconnect	SATCS	\$63.70	\$52.60	\$55.25	NA	\$50.46	\$65.20	\$63.32	NA	\$50.31	
NRC - Channel System - Incremental Cost - Manual Svc. Order - 1st	SOMAC	\$28.44	NA	\$21.61	\$41.47	\$19.74	\$26.95	\$28.13	\$43.41	\$21.71	
NRC - Channel System - Incremental Cost - Manual Svc. Order - Add'l	SOMAC	\$13.47	NA	\$9.61	NA	\$8.77	\$11.98	\$13.33	\$15.36	\$10.46	
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - 1st	SOMAC	\$18.46	NA	\$13.61	NA	\$12.43	\$16.97	\$18.26	NA	\$14.21	
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - Add'l	SOMAC	\$1.50	NA	NA	NA	NA	NA	\$1.48	NA	\$1.46	
per Interface per month	SATCO	\$4.53	\$6.31	\$7.13	\$8.52	\$7.55	\$5.58	\$4.61	\$9.69	\$3.91	
NRC - 1st	SATCO	\$15.85	\$13.39	\$13.45	\$15.86	\$12.29	\$15.85	\$15.76	\$15.54	\$12.61	
NRC - Add'l	SATCO	\$11.35	\$9.59	\$9.63	\$11.36	\$8.80	\$11.35	\$11.28	\$11.13	\$9.03	
DS1 Channelization (DS1 to DS0)											
per Channelized System per month	SATC1	\$139.58	\$163.88	\$137.97	\$200.01	\$209.87	\$146.87	\$177.72	\$179.81	\$165.21	
NRC - 1st	SATC1	\$269.98	\$208.64	\$212.01	\$302.82	\$193.63	\$271.52	\$267.19	\$304.00	\$197.21	
NRC - Add'l	SATC1	\$163.04	\$126.61	\$129.60	\$184.20	\$118.37	\$164.56	\$161.43	\$178.92	\$119.98	
NRC - 1sr - Disconnect	SATC1	\$34.88	\$26.42	\$28.95	NA	\$26.44	\$36.38	\$34.55	NA	\$25.66	
NRC - Add'l - Disconnect	SATC1	\$21.32	\$15.95	\$18.43	NA	\$16.83	\$22.82	\$21.14	NA	\$15.81	
NRC - Channel System - Incremental Cost - Manual Svc. Order - 1st	SOMAC	\$28.44	NA	\$21.61	\$41.47	\$19.74	\$26.95	\$28.13	\$43.41	\$21.71	
NRC - Channel System - Incremental Cost - Manual Svc. Order - Add'l	SOMAC	\$13.47	NA	\$9.61	\$11.99	\$8.77	\$11.98	\$13.33	\$15.36	\$10.46	
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - 1st	SOMAC	\$18.46	NA	\$13.61	NA	\$12.43	\$16.97	\$18.26	NA	\$14.21	
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - Add'l	SOMAC	\$1.50	NA	NA	NA	NA	NA	\$1.48	NA	\$1.46	
DS1 Channization Interfaces											
per OCU-DP(data) card per month(2.4-64kbps)	SATSA	\$2.61	\$3.13	\$2.65	\$2.94	\$3.12	\$2.86	\$2.88	\$3.36	\$2.46	
NRC - 1st	SATSA	\$15.85	\$13.39	\$13.45	\$15.86	\$12.29	\$15.85	\$15.76	\$15.54	\$12.61	
NRC - Add'l	SATSA	\$11.35	\$9.59	\$9.63	\$11.36	\$8.80	\$11.35	\$11.28	\$11.13	\$9.03	
per VG card per month	SATSA	\$1.26	\$1.78	\$1.48	\$1.40	\$1.62	\$1.45	\$1.64	\$1.93	\$1.25	
NRC - 1st	SATSA	\$15.85	\$13.39	\$13.45	\$15.86	\$12.29	\$15.85	\$15.76	\$15.54	\$12.61	
NRC - Add'l	SATSA	\$11.35	\$9.59	\$9.63	\$11.36	\$8.80	\$11.35	\$11.28	\$11.13	\$9.03	
Local Interconnection Mid-Span Meet											
Local Channel - Dedicated - DS1											

BELLSOUTH/CLEC-1 RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
DS1 Monthly Recurring per month	TEFHG	\$17.76	\$22.18	\$19.18	\$21.90	\$21.90	\$19.46	\$17.85	\$18.60	\$20.14	
NRC - DS1 - 1st	TEFHG	\$251.79	\$123.25	\$178.08	\$269.48	\$174.28	\$247.42	\$268.83	\$267.41	\$138.68	
NRC - DS1 - Add'l	TEFHG	\$221.42	\$115.25	\$156.45	\$232.47	\$150.15	\$217.64	\$232.73	\$231.41	\$116.63	
NRC - DS1 - Disconnect Chg - 1st	TEFHG	\$23.14	NA	NA	NA	\$12.08	\$23.43	NA	NA	\$16.59	
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	\$16.09	NA	NA	NA	\$10.66	\$16.51	NA	NA	\$11.15	
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAC	\$61.95	NA	\$44.22	\$87.71	\$42.34	\$59.58	\$623.92	\$87.99	\$45.68	
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAC	\$0.00	NA	NA	NA	NA	NA	\$467.22	\$3.11	\$1.76	
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAC	\$29.27	NA	NA	NA	\$19.48	\$27.51	NA	NA	\$21.75	
NOTES:											
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.											

EXHIBIT C

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

- 1.1. This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to WinStar in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit A of this Agreement. As an option, deaveraged rates, where available, are included in Exhibit A. Where deaveraged rates are available, WinStar is required to choose either deaveraged rates, which are zone specific, or statewide rates.
- 1.2. For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements will be consistent with the requirements of the FCC 319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
 - 1.2.1. Except as otherwise required by law, BellSouth shall not impose limitation restrictions or requirements or request for the use of the network elements or combinations that would impair the ability of WinStar to offer telecommunications service in the manner WinStar intends.
 - 1.2.2. Except upon request by WinStar, BellSouth shall not separate requested network elements that BellSouth currently combines.
 - 1.2.2.1. Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location.
- 1.3. BellSouth shall, upon request of WinStar, and to the extent technically feasible, provide to WinStar access to its network elements for the provision of WinStar's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4. WinStar may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner WinStar chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are

located outside of the central office. BellSouth shall deliver the network elements purchased by WinStar for combining to the designated WinStar collocation space. The network elements shall be provided as set forth in this Attachment.

- 1.5. Subject to applicable and effective FCC Rules and Orders as well as effective State Commission Orders, BellSouth will offer combinations of network elements pursuant to such orders. BellSouth will provide the following combined network elements for purchase by WinStar. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:
- SL2 loop and cross connect
 - Port and cross connect
 - Port and cross connect and common (shared) transport
 - Port and vertical features
 - SL2 Loop with loop concentration
 - Port and common (shared) transport
 - SL2 Loop and LNP
- 1.6. BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.7. In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
- 1.8. WinStar will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.
- 1.9. Standards for Network Elements
- 1.9.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.9.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

2. Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled loops.

2.1 Unbundled Loops

2.1.1 Definition

2.1.2 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning. The loop shall include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.

2.1.3 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.

2.1.4 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and WinStar advised.

2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which WinStar requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. WinStar may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If WinStar specifies a time

outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

- 2.1.7 Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by WinStar, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5.1.1, will apply. If WinStar cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4.
- 2.1.8 If WinStar modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by WinStar.
- 2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.1.10 SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If WinStar requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.11 SL2 loops shall have test points, with or without conditioning, will be designed with a design layout record provided to WinStar, and will be provided with OC. The OC feature will allow WinStar to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.1.12 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).

- 2.1.13 As a chargeable option on all loops except UVL-SL1 and UCL, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow WinStar the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.1.14 WinStar will be responsible for testing and isolating troubles on the loops. Once WinStar has isolated a trouble to the BellSouth provided loop, WinStar will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
- 2.1.15 If WinStar reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge WinStar for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.16 If WinStar reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge WinStar for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.17 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when a CLEC wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.
- 2.1.18 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination - Time Specific (OC-TS) will not be offered on UCLs.
- 2.1.19 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. WinStar may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of WinStar's choosing. WinStar will determine the type of service that will be provided over the loop.
- 2.1.20 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance

expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

- 2.1.21 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.
- 2.1.22 Technical Requirements
- 2.1.22.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DSL and digital data (up to 64 kb/s). If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet WinStar's request.
- 2.1.22.2 WinStar will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.1.22.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by WinStar will be consistent with industry standards and BellSouth's TR73600.
- 2.1.22.4 WinStar may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if WinStar orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by WinStar using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.
- 2.1.22.5 In some instances, WinStar will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that WinStar can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. WinStar will determine the type of service that will be provided over the loop. In some cases, WinStar may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Special Construction process will be used to determine the costs and feasibility of these activities.
- 2.1.22.6 In cases in which WinStar has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop

to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.

- 2.1.22.7 WinStar, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to WinStar's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. WinStar will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.
- 2.1.22.8 In addition, WinStar recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that WinStar has placed on the loop. If this occurs, BellSouth will work cooperatively with WinStar to restore the circuit to its previous modified status as quickly as possible. WinStar will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.
- 2.1.22.9 The loop shall be provided to WinStar in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.2 Loop Conditioning

- 2.2.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by WinStar, whether or not BellSouth offers advanced services to the End User on that loop.
- 2.2.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.
- 2.2.3 BellSouth shall recover the cost of line conditioning requested by WinStar through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).

2.3 Integrated Digital Loop Carriers

- 2.3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will

make arrangements to permit WinStar to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide WinStar with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. WinStar will then have the option of paying the one-time SC rates to place the loop facilities or WinStar may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

2.4 Network Interface Device

2.4.1 Definition

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

2.4.2. BellSouth shall permit WinStar to connect WinStar's loop facilities to on-premises wiring through the BellSouth NID or at any other technically feasible point.

2.4.3 Access to Network Interface Device (NID)

2.4.3.1. Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), WinStar may access the on-premises wiring by any of the following means: BellSouth shall allow WinStar to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. WinStar agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 8 of the General Terms and Conditions of this Agreement.

2.4.3.2. Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or

2.4.3.3. Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or

- 2.4.3.4. Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., WinStar, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 2.4.3.5. In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors, without state regulatory requirement, without providing prior notice to the other Party, and without appropriately capping off and guarding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting party to properly ground the other party's loop, maintain the NID, and assume full liability for its action and any adverse consequences.
- 2.4.3.6. In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.4.3.7. In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.4.3.8. Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with WinStar to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.

2.4.4 Technical Requirements

- 2.4.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to WinStar's NID, consistent with the NID's function at the Effective Date of this Agreement.
- 2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. WinStar may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8.
- 2.4.4.4 When WinStar deploys its own local loops with respect to multiple-line termination devices, WinStar shall specify the quantity of NIDs connections that it requires within such device.

2.4.5 Interface Requirements

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

2.5 Unbundled Loop Concentration (ULC) System

- 2.5.1 BellSouth will provide to WinStar Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 2.5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and may connect to WinStar at WinStar's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.6 Sub-loop Elements

- 2.6.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL), Unbundled Subloop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and section 251(c) (3) of the Act, to the subloop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.
- 2.6.2 Subloop components include but are not limited to the following:
- 2.6.2.1 Unbundled Sub-Loop Distribution;
 - 2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and
 - 2.6.2.3 Unbundled Network Terminating Wire; and
 - 2.6.2.4 Unbundled Sub-Loop Feeder.

2.6.3 Unbundled Sub-Loop (distribution facilities)

2.6.3.1 Definition

- 2.6.3.2 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. There are two offerings available for Unbundled Sub-Loops (USL):
- 2.6.3.3 Unbundled Sub-Loop Distribution (USL-D) will include the sub-loop facility from the cross-box in the field up to and including the point of demarcation.
- 2.6.3.4 BellSouth will also provide sub-loop interconnection to the intrabuilding network cable (INC) (riser cable). INC is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC (riser cable) will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.
- 2.6.4. Requirements for Unbundled Sub-Loop Distribution Facilities
- 2.6.4.1 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services. The Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.6.4.2 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, WinStar would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to WinStar's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. WinStar's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.
- 2.6.4.3 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where WinStar has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in the next section 2.6.4.4 . If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding

the cross-connect panel in a building equipment room as noted in 2.6.4.4) to accommodate WinStar's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. WinStar will then have the option of paying the one-time SC charge to modify the facilities to meet WinStar's request.

- 2.6.4.4 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.
- 2.6.5 Interface Requirements
- 2.6.5.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.
- 2.6.6 **Unbundled Sub-Loop Concentration System (USLC)**
- 2.6.6.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to WinStar with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into WinStar's collocation space. TR-008 and TR303 interface standards are available.
- 2.6.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of WinStar's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of WinStar's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
- 2.6.6.3 In these scenarios WinStar would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel

within the BellSouth RT/cross-box and would allow WinStar's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

2.6.7 Unbundled Network Terminating Wire (UNTW)

2.6.7.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to WinStar pursuant to the following terms and conditions at rates as set forth in this Attachment.

2.6.7.2 Definition

2.6.7.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation.

2.6.7.3 Requirements

2.6.7.3.1 BellSouth will offer spare pairs that are available to an end user's premises to WinStar. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of WinStar's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to WinStar. If after BellSouth has relinquished the first pair to WinStar and the end user decides to change local service providers to BellSouth, WinStar will relinquish the first pair back to BellSouth.

2.6.7.3.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, WinStar agrees to surrender their spare pair(s) upon request by BellSouth.

2.6.7.3.3 If an end user of WinStar desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then WinStar agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.

2.6.7.3.4 If WinStar has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to WinStar's NTW to provide local exchange service to the end user, then WinStar agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.

2.6.7.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction,

BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the CLEC.

2.6.8 Technical Requirements

- 2.6.8.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a single point of interconnection (SPOI) designed for CLEC access to BellSouth's NTW. The SPOI will be installed either near BellSouth's garden terminal or wiring closet. WinStar will be required to place a cross-box, terminal or other similar device and deliver a cable to this SPOI. WinStar will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

2.7 **Dark Fiber**

2.7.1 Defintion

Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

2.7.2 Requirements

- 2.7.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two -year planning period, there is no requirement to provide said fiber to WinStar.
- 2.7.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at WinStar's request subject to time and materials charges.
- 2.7.2.3 WinStar may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 2.7.2.4 BellSouth shall use its best efforts to provide to WinStar information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from WinStar ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for WinStar's use and may not allow any other party to use such media, including BellSouth.
- 2.7.2.5 BellSouth shall use its best efforts to make Dark Fiber available to WinStar within thirty (30) business days after it receives written confirmation from WinStar that the

Dark Fiber previously deemed available by BellSouth is wanted for use by WinStar. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable WinStar to connect or splice WinStar provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

- 2.7.2.6 Dark Fiber shall meet the manufacturer's design specifications.
- 2.7.2.7 WinStar may splice and test Dark Fiber obtained from BellSouth using WinStar or WinStar designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.8 Rates

The prices that WinStar shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

2.9 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which WinStar may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

- 2.9.1 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMECH	SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

2.9.2 Denial/Restoral OSS Charge

In the event WinStar provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

2.9.3 Cancellation OSS Charge

WinStar will incur an OSS charge for an accepted LSR that is later canceled by WinStar.

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

2.9.4 Network Elements and Other Services Manual Additive

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

3. Switching

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

3.1 Local Switching

BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 3.1.3 to WinStar for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to WinStar for the provision of a telecommunications service only in the limited circumstance described below in Section 3.3.4.6.

3.1.1. Except as otherwise provided herein, BellSouth shall not impose any restrictions on WinStar regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

3.1.2. Local Circuit Switching Capability, including Tandem Switching Capability

3.1.2.1 Definition

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

3.1.2.2 When utilizing BellSouth's local circuit switching capability, local traffic shall be defined as set forth in Part B of the General Terms and Conditions.

3.1.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for WinStar when

WinStar serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

- 3.1.4 In the event that WinStar orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office listed on Exhibit A, BellSouth's sole recourse shall be to charge WinStar a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge WinStar the local services resale rate for use of all Combinations used to provide the affected facilities to WinStar.
- 3.1.5 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by WinStar. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
- 3.1.6 BellSouth will provide to WinStar customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 of Attachment 2; (iii) for WinStar's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by WinStar. WinStar customers may use the same dialing arrangements as BellSouth customers.
- 3.1.7 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 3.1.8 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.
- 3.1.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to WinStar purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. WinStar customers may use the same dialing arrangements as BellSouth customers, but obtain a WinStar branded service.

3.2 Technical Requirements

- 3.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 3.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
- 3.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 3.2.1.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by WinStar will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.
- 3.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 3.2.1.5 BellSouth shall activate service for an WinStar customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to WinStar's services without loss of switch feature functionality as defined in this Agreement.
- 3.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 3.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 3.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 3.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 3.2.1.10 Special Services provided by BellSouth will include the following:
 - 3.2.1.10.1 Telephone Service Prioritization;
 - 3.2.1.10.2 Related services for handicapped;
 - 3.2.1.10.3 Soft dial tone where required by law; and
 - 3.2.1.10.4 Any other service required by law.

- 3.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 3.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 3.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to WinStar, upon a reasonable request from WinStar. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 3.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
 - 3.2.1.14.1 Basic and primary rate ISDN;
 - 3.2.1.14.2 Residential features;
 - 3.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 3.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 3.2.1.14.5 Advanced intelligent network triggers supporting WinStar and BellSouth service applications.
- 3.2.2 BellSouth shall offer to WinStar all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
 - 3.2.2.1 Off-Hook Immediate
 - 3.2.2.2 Off-Hook Delay
 - 3.2.2.3 Termination Attempt
 - 3.2.2.4 6/10 Public Office Dialing Plan
 - 3.2.2.5 Feature Code Dialing
 - 3.2.2.6 Customer Dialing Plan

- 3.2.3 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to WinStar:
 - 3.2.3.1 Private EAMF Trunk
 - 3.2.3.2 Shared Interoffice Trunk (EAMF, SS7)
 - 3.2.3.3 N11
 - 3.2.3.4 Automatic Route Selection
- 3.2.4 Where capacity exists, BellSouth shall assign each WinStar customer line the class of service designated by WinStar (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from WinStar customers to WinStar directory assistance operators at WinStar's option.
- 3.2.5 Where capacity exists, BellSouth shall assign each WinStar customer line the class of services designated by WinStar (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from WinStar customers to WinStar operators at WinStar's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an WinStar Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 3.2.6 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.
- 3.2.7 Interface Requirements
 - 3.2.7.1 BellSouth shall provide the following interfaces to loops:
 - 3.2.7.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 3.2.7.1.2 Coin phone signaling;
 - 3.2.7.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
 - 3.2.7.1.4 Two-wire analog interface to PBX;
 - 3.2.7.1.5 Four-wire analog interface to PBX;
 - 3.2.7.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

- 3.2.7.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.2.7.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 3.2.7.1.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 3.2.7.2 BellSouth shall provide access to the following but not limited to:
 - 3.2.7.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by WinStar;
 - 3.2.7.2.2 Interface to WinStar operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 3.2.7.2.3 Interface to WinStar Directory Assistance Services through the WinStar switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other WinStar required access to interexchange carriers as requested through appropriate trunk interfaces.

3.3 Tandem Switching

3.3.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

3.3.2 Technical Requirements

- 3.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
 - 3.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 3.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by WinStar and BellSouth;
 - 3.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
 - 3.3.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by WinStar;

- 3.3.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
 - 3.3.2.1.5.1 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
 - 3.3.2.1.5.2 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 3.3.2.1.6 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 3.3.2.1.7 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 3.3.2.1.8 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 3.3.2.1.9 Tandem Switching shall record billable events and send them to the area billing centers designated by WinStar. Tandem Switching will provide recording of all billable events as jointly agreed to by WinStar and BellSouth.
- 3.3.2.1.10 Upon a reasonable request from WinStar, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to WinStar.
- 3.3.2.1.11 BellSouth shall maintain WinStar's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 3.3.2.1.12 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 3.3.2.1.13 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by WinStar and BellSouth.
- 3.3.2.1.14 Tandem Switching shall process originating toll-free traffic received from WinStar's local switch.

- 3.3.2.1.15 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 3.3.2.2 Interface Requirements
 - 3.3.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
 - 3.3.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
 - 3.3.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
 - 3.3.2.2.4 Tandem Switching shall interconnect with WinStar's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At WinStar's request, Tandem Switching shall record and keep records of traffic for billing.
 - 3.3.2.2.5 Tandem Switching shall provide an alternate final routing pattern for WinStar's traffic overflowing from direct end office high usage trunk groups.
 - 3.3.2.2.6 Tandem Switching shall be equal or better than the requirements for Tandem Switching set forth in the applicable technical references.

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

- 3.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of WinStar. AIN Selective Carrier Routing will provide WinStar with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 3.4.2 WinStar shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 3.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 3.4.4 Where AIN Selective Carrier Routing is utilized by WinStar, the routing of WinStar's end user calls shall be pursuant to information provided by WinStar and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a

basic class of service assigned on an 'as needed basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.

- 3.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, WinStar shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit A of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment. For each WinStar end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. WinStar shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit A of this Attachment.
- 3.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.
- 3.4.7 The non-recurring End Office Establishment Charge will be billed to the client following our normal monthly billing cycle for this type of order.
- 3.4.8 End-User Establishment Orders will not be turned-up until the 2nd payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following our normal monthly billing cycle for this type of order.
- 3.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.
- 3.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed according per contracted rates.

3.5 Packet Switching Capability

3.5.1 Definition

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:

- 3.5.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- 3.5.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 3.5.4 The ability to extract data units from the data channels on the loops, and
- 3.5.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 3.5.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 3.5.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - 3.5.6.2 There are no spare copper loops capable of supporting the xDSL services WinStar seeks to offer;
 - 3.5.6.3 BellSouth has not permitted WinStar to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the WinStar obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319 (b); and
 - 3.5.6.4 BellSouth has deployed packet switching capability for its own use.
- 3.5.7 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

3.6 **Interoffice Transmission Facilities**

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

3.7 Rates

The prices that WinStar shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

3.8 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which WinStar may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

- 3.8.1 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMEK	SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

3.8.2 Denial/Restoral OSS Charge

In the event WinStar provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

3.8.3 Cancellation OSS Charge

WinStar will incur an OSS charge for an accepted LSR that is later canceled by WinStar.

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

3.8.4 Network Elements and Other Services Manual Additive

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

4. **Enhanced Extended Link (EEL)**

- 4.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, BellSouth shall offer access to the Enhanced Extended Link ("EEL") as defined in Section 4.3 below.
- 4.2 Definition
- 4.2.1 For purposes of this Amendment, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.
- 4.2.2 BellSouth will provide access to the Enhanced Extended Link ("EEL") in the combinations set forth in 4.3 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC and then connected to the WinStar's POP serving wire center. The circuit must be connected to the WinStar's circuit switch for the purpose of provisioning circuit switched telephone exchange service to the WinStar's end-user customers. This can be done either in the collocation space at the POP SWC, or by using BellSouth's access facilities between the WinStar's POP and WinStar's collocation space at the POP SWC.
- 4.2.3 BellSouth shall provide combinations of loops and transport to WinStar in Georgia regardless of whether or not such combinations of loops and transport are Currently Combined. Other combinations of network elements that are not Currently Combined but that BellSouth ordinarily combines in its network shall be made available to WinStar in Georgia in accordance with Section 4.5.1.3 below. In all other states, BellSouth shall make available to WinStar those EEL combinations and transport described in Section 4.3 below only to the extent such combinations of loop and transport network elements are Currently Combined. BellSouth will make available new combinations of loops and transport network elements in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to WinStar. Except as stated above, other combinations of network elements will be provided to WinStar only to the extent such network elements are Currently Combined.
- 4.2.4 Additionally, there may be instances wherein WinStar will require multiplexing functionality. BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs when the customer utilizes special access interoffice facilities. Multiplexing will be

provided pursuant to the interconnection agreement when unbundled network elements are used for interoffice transport.

4.3 EEL Combinations

- 4.3.1 - 2-wire voice grade extended loop with DS1 Dedicated Interoffice Transport;
- 4.3.2 - 4-wire voice grade extended loop with DS1 Dedicated Interoffice Transport;
- 4.3.3 - 4-wire 56 or 64 kbps extended digital loop with Dedicated DS1 Interoffice Transport;
- 4.3.4 - Extended 2-wire VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport;
- 4.3.5 - Extended 4-wire VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport;
- 4.3.6 - Extended 4-wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport;
- 4.3.7 - Extended 4-wire DS1 Digital Loop with Dedicated DS3 Interoffice Transport; and
- 4.3.8 - Extended DS1 Dedicated Local Channel with Dedicated DS3 Interoffice Transport.

4.4 Special Access Service Conversions

- 4.4.1 WinStar may not convert special access services to combinations of loop and transport network elements, whether or not WinStar self-provides its entrance facilities (or obtains entrance facilities from a third party), unless WinStar uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent WinStar converts its special access services to combinations of loop and transport network elements at UNE prices, WinStar, hereby, certifies that it is providing a significant amount of local exchange service over such combinations. BellSouth may at its sole discretion audit WinStar records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that WinStar is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from WinStar.
- 4.4.2 EEL combinations for DS1 level and above will be available only when WinStar provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic

individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.

- 4.4.3 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 4.5 Rates
 - 4.5.1 Georgia
 - 4.5.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 4.3, whether Currently Combined or new, are as set forth in Exhibit A of this Amendment.
 - 4.5.1.2 On an interim basis, for combinations of loop and transport network facilities not set forth in Section 4.3, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
 - 4.5.1.3 To the extent that WinStar seeks to obtain other combinations of loop and transport network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, WinStar, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in the Agreement.
 - 4.5.2 All Other States
 - 4.5.2.1 Subject to Section 4.2.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 1.3 and other Currently Combined loop and transport network elements will be the sum of the non-recurring and recurring rates for the individual network elements unless otherwise negotiated by the parties.

5. Port/Loop Combinations

- 5.1 At WinStar's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 1.4 below, that are currently combined in BellSouth's network except as specified in Sections 5.1.1 and 5.1.2 below.
 - 5.1.1 BellSouth is not required to provide access to combinations of port and loop network elements in locations where BellSouth is not required to provide circuit switching.
 - 5.1.2 BellSouth is not required to provide circuit switching in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort

Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to WinStar if WinStar's customer has 4 or more DS0 equivalent lines.

5.2 Definition

- 5.2.1 For purposes of this Amendment, references to Currently Combined network elements shall mean that such network elements are in fact already combined in the BellSouth network to provide service to a particular end user at a particular location.
- 5.2.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. Section 5.4 following provides the combinations of port and loop network elements that may be ordered by WinStar when currently combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.1.2 above.
- 5.2.3 In Georgia, BellSouth shall provide combinations of port and loop network elements to WinStar regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.1.2 above.

5.3 Rates for Combinations of Loop and Port Network Elements

- 5.3.1 Rates for combinations of loop and port network elements, as set forth in Section 5.4, are provided in Exhibit A of this Attachment
- 5.3.2 Rates for Circuit Switching
- 5.3.2.1 Rates for circuit switching, where BellSouth is not required, pursuant to Section 5.1, to provide circuit switching are as set forth in Exhibit A of this Attachment.

5.4 Combination Offerings

- 5.4.1 2-wire voice grade port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.2 2-wire voice grade DID port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.3 2-wire CENTREX port, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 5.4.4. 2-wire ISDN Basic Rate Interface, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.5 2-wire ISDN Primary Rate Interface, DS1 loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.6 4-wire DS1 Trunk port, DS1 Loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6. **Transport and Dark Fiber**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport and dark fiber.

6.1. **Transport**

6.1.1 Definition of Common (Shared) Transport

Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

6.1.2 Technical Requirements of Common (Shared) Transport

- 6.1.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.
- 6.1.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 6.1.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

- 6.1.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.
- 6.2 Interoffice transmission facility network elements include:
 - 6.2.1 Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and WinStar.
 - 6.2.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;
 - 6.2.3 Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.
 - 6.2.4 BellSouth shall:
 - 6.2.4.1 Provide WinStar exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
 - 6.2.4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that WinStar could use to provide telecommunications services;
 - 6.2.4.3 Permit, to the extent technically feasible, WinStar to connect such interoffice facilities to equipment designated by WinStar, including but not limited to, WinStar's collocated facilities; and
 - 6.2.4.4 Permit, to the extent technically feasible, WinStar to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.
 - 6.2.5 Provided that the facility is used to transport a significant amount of local exchange services WinStar shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.
- 6.3 **Dedicated Transport**
 - 6.3.1 Definitions
 - 6.3.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers

owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

6.3.3 Unbundled Local Channel

6.3.4 Unbundled Local Channel is the dedicated transmission path between WinStar's Point of Presence and the BellSouth Serving Wire Center's collocation.

6.3.5 Unbundled Interoffice Channel.

6.3.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

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

6.3.7.1 As capacity on a shared UNE facility.

6.3.7.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to WinStar. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

6.3.8 When Dedicated Transport is provided it shall include:

6.3.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;

6.3.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

6.3.9 Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true up, and the Parties will amend the Agreement to reflect the new rates.

6.3.10 Technical Requirements

6.3.10.1 This Section sets forth technical requirements for all Dedicated Transport.

6.3.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to WinStar designated traffic.

6.3.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.

6.3.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer

Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

- 6.3.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 6.3.10.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.3.10.6.1 DS0 Equivalent;
 - 6.3.10.6.2 DS1 (Extended SuperFrame - ESF);
 - 6.3.10.6.3 DS3 (signal must be framed);
 - 6.3.10.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
 - 6.3.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by WinStar.
- 6.3.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
 - 6.3.11.1 BellSouth Technical References:
 - 6.3.11.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 6.3.11.3 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.
 - 6.3.11.4 TR 73525 MegaLink[®] Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.4 Unbundled Channelization

- 6.4.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the Attachment.
- 6.4.2 Definition

- 6.4.2.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, WinStar can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCI).
- 6.4.3 Channelization capabilities will be as follows:
 - 6.4.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.
 - 6.4.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.
 - 6.4.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.
- 6.4.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.
- 6.4.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.
- 6.4.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 6.4.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.
- 6.4.8 Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low speed side to be connected to collocation.
- 6.4.9 Technical Requirements
 - 6.4.9.1 In order to assure proper operation with BST provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.
 - 6.4.9.2 DS0 to DS1 Channelization

- 6.4.9.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, *Digital Hierarchy Formats Specifications* and ANSI T1.403.02, *DS1 Robbed-bit Signaling State Definitions*. DS0 to DS1 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73525, *MegaLink[®] Service, MegaLink[®] Channel Service, MegaLink[®] Plus Service, and MegaLink[®] Light Service Interface and Performance Specification*.
- 6.4.9.3 DS1 to DS3 Channelization
- 6.4.9.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, *Digital Hierarchy Formats Specifications*. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, *LightGate[®] Service Interface and Performance Specifications*. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.
- 6.4.9.4 DS1 to STS Channelization
- 6.4.9.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, *Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats* and T1.105.02, *Synchronous Optical Network (SONET) – Payload Mappings*. DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, *LightGate[®] Service Interface and Performance Specifications*

6.5 Dark Fiber

6.5.1 Definition

- 6.5.2 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities. 6.4.2 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

6.5.3 Requirements

- 6.5.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If

BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to WinStar.

- 6.5.3.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at WinStar's request subject to time and materials charges.
- 6.5.3.3 WinStar may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 6.5.3.4 BellSouth shall use its best efforts to provide to WinStar information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from WinStar ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for WinStar's use and may not allow any other party to use such media, including BellSouth.
- 6.5.3.5 BellSouth shall use its best efforts to make Dark Fiber available to WinStar within thirty (30) business days after it receives written confirmation from WinStar that the Dark Fiber previously deemed available by BellSouth is wanted for use by WinStar. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable WinStar to connect or splice WinStar provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 6.5.3.6 Dark Fiber shall meet the manufacturer's design specifications.
- 6.5.3.7 WinStar may splice and test Dark Fiber obtained from BellSouth using WinStar or WinStar designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

6.6 Rates

- 6.6.1 The prices that WinStar shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

6.7 Operational Support Systems (OSS)

- 6.7.1 BellSouth has developed and made available the following mechanized systems by which WinStar may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

- 6.7.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMECH	SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

6.7.3 Denial/Restoral OSS Charge

- 6.7.3.1 In the event WinStar provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

6.7.4 Cancellation OSS Charge

- 6.7.4.1 WinStar will incur an OSS charge for an accepted LSR that is later canceled by WinStar.

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

6.7.5 Network Elements and Other Services Manual Additive

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

7. **BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

7.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database

7.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by WinStar. BellSouth shall provide 8XX TFD in accordance with the following:

7.1.2 Technical Requirements

7.1.2.1 BellSouth shall provide WinStar with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.

7.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by WinStar.

7.1.2.3 The SCP shall also provide, at WinStar's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

7.1.2.3.1 Network Management;

7.1.2.3.2 Customer Sample Collection; and

7.1.2.3.3 Service Maintenance.

7.2 **Automatic Location Identification/Data Management System (ALI/DMS)**

7.2.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

7.3 Rates

The prices that WinStar shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

8 Line Information Database (LIDB)

8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.

8.2 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

8.2.1 Definition

8.2.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2.3 Technical Requirements

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

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

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

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

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

- 8.2.4.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 8.2.4.6 All additions, updates and deletions of WinStar data to the LIDB shall be solely at the direction of WinStar. Such direction from WinStar will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 8.2.4.7 BellSouth shall provide priority updates to LIDB for WinStar data upon WinStar's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 8.2.4.8 BellSouth shall provide LIDB systems such that no more than 0.01% of WinStar customer records will be missing from LIDB, as measured by WinStar audits. BellSouth will audit WinStar records in LIDB against DBAS to identify record mismatches and provide this data to a designated WinStar contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to WinStar within one business day of audit. Once reconciled records are received back from WinStar, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact WinStar to negotiate a time frame for the updates, not to exceed three business days.
- 8.2.4.9 BellSouth shall perform backup and recovery of all of WinStar's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 8.2.4.10 BellSouth shall provide WinStar with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between WinStar and BellSouth.
- 8.2.4.11 BellSouth shall prevent any access to or use of WinStar data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by WinStar in writing.
- 8.2.4.12 BellSouth shall provide WinStar performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by WinStar at least at parity with BellSouth Customer Data. BellSouth shall obtain from WinStar the screening information associated with LIDB Data Screening of WinStar data in accordance with

this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to WinStar under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

- 8.2.4.13 BellSouth shall accept queries to LIDB associated with WinStar customer records, and shall return responses in accordance with industry standards.
- 8.2.4.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.4.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 8.2.5 Interface Requirements
- 8.2.6 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 8.2.6.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 8.2.6.2 The CCS interface to LIDB shall be the standard interface described herein.
- 8.2.6.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

8.3 Rates

The prices that WinStar shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

9 Signaling

9.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.

9.2 BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

9.3 Signaling Link Transport

9.3.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

9.3.2 Technical Requirements

9.3.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

9.3.3 Of the various options available, Signaling Link Transport shall perform in the following two ways:

9.3.3.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

9.3.3.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

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

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

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

9.3.5 A signaling link layer shall satisfy a performance objective such that:

9.3.5.1 There shall be no more than two minutes down time per year for an A-link layer; and

9.3.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

- 9.3.5.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
- 9.3.5.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
- 9.3.5.3.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.3.5.4 Interface Requirements
- 9.3.5.4.1 There shall be a DS1 (1.544 Mbps) interface at the WinStar designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

9.4 Signaling Transfer Points (STPs)

- 9.4.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 9.4.2 Technical Requirements
- 9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
- 9.4.2.1.1 BellSouth Local Switching or Tandem Switching;
- 9.4.2.1.2 BellSouth Service Control Points/DataBases;
- 9.4.2.1.3 Third-party local or tandem switching;
- 9.4.2.1.4 Third-party-provided STPs.
- 9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

- 9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an WinStar local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between WinStar local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 9.4.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a WinStar or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a WinStar database, then WinStar agrees to provide BellSouth with the Destination Point Code for the WinStar database.
- 9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
- 9.4.2.6.1 MTP Routing Verification Test (MRVT); and
- 9.4.2.6.2 SCCP Routing Verification Test (SRVT).
- 9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an WinStar or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by WinStar and BellSouth.
- 9.4.2.8 STPs shall be on parity with BellSouth.

9.4.2.9 SS7 Advanced Intelligent Network (AIN) Access

- 9.4.2.9.1 When technically feasible and upon request by WinStar, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the WinStar SS7 network to exchange TCAP queries and responses with an WinStar SCP.
- 9.4.2.9.2 SS7 AIN Access shall provide WinStar SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and WinStar SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the WinStar SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

- 9.4.3.1 BellSouth shall provide the following STPs options to connect WinStar or WinStar-designated local switching systems or STPs to the BellSouth SS7 network:
- 9.4.3.1.1 An A-link interface from WinStar local switching systems; and,
- 9.4.3.1.2 A B-link interface from WinStar local STPs.
- 9.4.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
- 9.4.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting WinStar local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and WinStar will work jointly to establish mutually acceptable SPOIs.
- 9.4.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and WinStar will work jointly to establish mutually acceptable SPOIs.
- 9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

9.4.3.6 Message Screening

- 9.4.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from WinStar local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the WinStar switching system has a legitimate signaling relation.
 - 9.4.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from WinStar local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the WinStar switching system has a legitimate signaling relation.
 - 9.4.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from WinStar from any signaling point or network interconnected through BellSouth's SS7 network where the WinStar SCP has a legitimate signaling relation.
- 9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

9.5 Service Control Points/Databases

9.5.1 Definition

- 9.5.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 9.5.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

9.5.3 Technical Requirements for SCPs/Databases

- 9.5.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All

SCPs/Databases shall be provided to WinStar in accordance with the following requirements.

- 9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.5.4 Database Availability

- 9.5.4.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for WinStar customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

9.6 **Local Number Portability Database**

9.6.1 Definition

- 9.6.2 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

9.7 **SS7 Network Interconnection**

9.7.1 Definition.

- 9.7.2 SS7 Network Interconnection is the interconnection of WinStar local Signaling Transfer Point Switches (STP) and WinStar local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs),

WinStar local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

9.7.3 Technical Requirements

9.7.3.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

9.7.3.1.1 BellSouth local or tandem switching systems;

9.7.3.1.2 BellSouth DBs; and

9.7.3.1.3 Other third-party local or tandem switching systems.

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

9.7.5 If traffic is routed based on dialed or translated digits between an WinStar local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the WinStar local STPs and BellSouth or other third-party local switch.

9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

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

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

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

9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include

final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an WinStar local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of WinStar local STPs, and shall not include SCCP Subsystem Management of the destination.

- 9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 9.7.10 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
 - 9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;
 - 9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and
 - 9.7.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 9.7.13 Interface Requirements
 - 9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect WinStar or WinStar-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
 - 9.7.13.1.1 A-link interface from WinStar local or tandem switching systems; and
 - 9.7.13.1.2 B-link interface from WinStar STPs.
 - 9.7.13.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting WinStar local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and WinStar will work jointly to establish mutually acceptable SPOI.

- 9.7.13.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and WinStar will work jointly to establish mutually acceptable SPOI.
- 9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.7.13.5 BellSouth shall set message screening parameters to accept messages from WinStar local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the WinStar switching system has a legitimate signaling relation.
- 9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

9.8 Rates

The prices that WinStar shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

10. Operator Call Processing, Inward Operator Services and Directory Assistance Services

10.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

10.2 Operator Systems

10.2.1 Definition. Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

10.3 Operator Service

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

10.3.2 Requirements

10.3.2.1 When WinStar requests BellSouth to provide Operator Services, the following requirements apply:

10.3.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

10.3.2.1.3 BellSouth shall process calls that are billed to WinStar end user's calling card that can be validated by BellSouth.

10.3.2.1.4 BellSouth shall complete person-to-person calls.

10.3.2.1.5 BellSouth shall complete collect calls.

10.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

10.3.2.1.7 BellSouth shall complete station-to-station calls.

- 10.3.2.1.8 BellSouth shall process emergency calls.
- 10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 10.3.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.
- 10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing WinStar local end users the same IXC access as provided to BellSouth end users.
- 10.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to WinStar that BellSouth provides for its own operator service.
- 10.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by WinStar.
- 10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to WinStar in accordance with CLEC ODUF standards specified in Attachment 7.

10.3.3 Interface Requirements

- 10.3.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of WinStar, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

10.4 **Directory Assistance Service**

- 10.4.1 Definition. Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

10.4.2 Requirements

- 10.4.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by WinStar's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, WinStar may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

10.4.4 Directory Assistance Service Updates

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

10.4.4.1.1 New end user connections: BellSouth will provide service to WinStar that is equal to the service it provides to itself and its end users;

10.4.4.1.2 End user disconnections: BellSouth will provide service to WinStar that is equal to the service it provides to itself and its end users; and

10.4.4.1.3 End user address changes: BellSouth will provide service to WinStar that is equal to the service it provides to itself and its end users;

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

10.4.5 Branding for Operator Call Processing and Directory Assistance

10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to WinStar end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows WinStar to have its calls custom branded with WinStar's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

10.4.5.2 BellSouth offers four service levels of branding to WinStar when ordering Directory Assistance and/or Operator Call Processing.

10.4.5.2.1 Service Level 1 - BellSouth Branding

10.4.5.2.2 Service Level 2 - Unbranded

10.4.5.2.3 Service Level 3 - Custom Branding

10.4.5.2.4 Service Level 4 - Self Branding (applicable only to WinStar for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

10.4.6 For Resellers and Use with an Unbundled Port

10.4.6.1 BellSouth Branding is the Default Service Level.

10.4.6.2 Unbranding, Custom Branding, and Self Branding require WinStar to order selective routing for each originating BellSouth end office identified by WinStar. Rates for Selective Routing are set forth in this Attachment.

10.4.6.3 Customer Branding and Self Branding require WinStar to order dedicated trunking from each BellSouth end office identified by WinStar, to either the BellSouth Traffic

Operator Position System (TOPS) or WinStar Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

- 10.4.6.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by WinStar to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.4.7 For Facilities Based Carriers
 - 10.4.7.1 All Service Levels require WinStar to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
 - 10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which WinStar requires service.
- 10.4.8 Directory Assistance customized branding uses:
 - 10.4.8.1 the recording of the name;
 - 10.4.8.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 10.4.9 Operator Call Processing customized branding uses:
 - 10.4.9.1 the recording of the name;
 - 10.4.9.2 the front-end loading of the DRAM in the TOPS Switch;
 - 10.4.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
 - 10.4.9.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
 - 10.4.9.5 BellSouth will provide to WinStar purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. WinStar end users may use the same dialing arrangements as BellSouth end users, but obtain a WinStar branded service.

10.5 Directory Assistance Database Service (DADS)

- 10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to WinStar end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). WinStar agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, WinStar agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, WinStar authorizes the inclusion of WinStar Directory Assistance listings in the BellSouth Directory Assistance products.
- 10.5.2 BellSouth shall provide WinStar initially with a base file of subscriber listings which reflect all listing change activity occurring since WinStar's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by WinStar and BellSouth. WinStar agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to WinStar on a Business, Residence, or combined Business and Residence basis. WinStar agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after WinStar receives the Base File.
- 10.5.4 BellSouth is authorized to include WinStar Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of WinStar Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to WinStar.
- 10.5.5 Rates for DADS are as set forth in this Attachment.
- 10.6 Direct Access to Directory Assistance Service**
- 10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide WinStar's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow WinStar to utilize its own switch, operator workstations and optional audio subsystems.

- 10.6.2 BellSouth will provide DADAS from its DA location. WinStar will access the DADAS system via a telephone company provided point of availability. WinStar has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.
- 10.6.3 A specified interface to each WinStar subsystem will be provided by BellSouth. Interconnection between WinStar's system and a specified BellSouth location will be pursuant to the use of WinStar owned or WinStar leased facilities and shall be appropriate sized based upon the volume of queries being generated by WinStar.
- 10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
- 10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;
- 10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;
- 10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.
- 10.6.5 Rates for DADAS are as set forth in this Attachment.
- 10.7 **Automatic Location Identification/Data Management System (ALI/DMS)**
- 10.7.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:
- 10.7.2 **Technical Requirements**
- 10.7.2.1 BellSouth shall offer WinStar a data link to the ALI/DMS database or permit WinStar to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to WinStar immediately after WinStar inputs information into the ALI/DMS database. Alternately, WinStar may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

10.7.2.2 The ALLDMS database shall contain the following end user information:

10.7.2.2.1 Name;

10.7.2.2.2 Address;

10.7.2.2.3 Telephone number; and

10.7.2.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).

10.7.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless WinStar requests otherwise and shall be updated if WinStar requests, provided WinStar supplies BellSouth with the updates.

10.7.2.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

10.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

10.7.3 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for WinStar end users shall meet industry standards.

10.8 Rates

The prices that WinStar shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

11. Calling Name (CNAM) Database Service

- 11.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.
- 11.2 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. WinStar must provide to its account manager a written request with a requested activation date to activate this service. If WinStar is interested in requesting CNAM with volume and term pricing, WinStar must contact its account manager to request a separate CNAM volume and term Agreement.
- 11.3 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.
- 11.4 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**
- 11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide WinStar the capability that will allow WinStar and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
- 11.4.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to WinStar. Scheduling procedures shall provide WinStar equivalent priority to these resources.
- 11.4.2 BellSouth SCP shall partition and protect WinStar service logic and data from unauthorized access, execution or other types of compromise.
- 11.4.3 When WinStar selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable WinStar to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 11.4.4 When WinStar selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. WinStar access will be provided via remote data connection (e.g., dial-in, ISDN).

11.4.5 When WinStar selects SCE/SMS AIN Access, BellSouth shall allow WinStar to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

11.5 Rates

The prices that WinStar shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

12. Basic 911 and E911

12.1 All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.

12.2 If WinStar orders network elements and other services, then WinStar is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

12.3 Definition

12.4 Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

12.5 Requirements

12.5.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to WinStar a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. WinStar will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. WinStar will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, WinStar will be required to discontinue the Basic 911 procedures and being using E911 procedures.

12.5.2 E911 Service Provisioning. For E911 service, WinStar will be required to install a minimum of two dedicated trunks originating from the WinStar serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. WinStar will be required to provide BellSouth daily updates to the E911 database. WinStar will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, WinStar will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be

transported over BellSouth's interoffice network and will not carry the ANI of the calling party. WinStar shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 12.5.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on WinStar beyond applicable charges for BellSouth trunking arrangements.
- 12.5.4 Basic 911 and E911 functions provided to WinStar shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 12.5.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and WinStar to follow in providing 911/E911 services.

13. True-Up

This section applies only to North Carolina and Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

- 13.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 13.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.
- 13.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the

Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

13.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

- (a) BellSouth and WinStar are entitled to be a full Party to the proceeding;
- (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
- (c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

EXHIBIT A

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT****I. SCOPE**

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of WinStar and pursuant to which BellSouth, its LIDB customers and WinStar shall have access to such information. WinStar understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of WinStar, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify WinStar of fraud alerts so that WinStar may take action it deems appropriate. WinStar understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by WinStar pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to WinStar for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

WinStar understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. WinStar further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, WinStar understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on WinStar's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate WinStar's data from BellSouth's data

and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) WinStar agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for WinStar's end user accounts which are resident in LIDB pursuant to this Agreement. WinStar authorizes BellSouth to place such charges on WinStar's bill from BellSouth and agrees that it shall pay all such charges. Charges for which WinStar hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) WinStar shall have the responsibility to render a billing statement to its end users for these charges, but WinStar's obligation to pay BellSouth for the charges billed shall be independent of whether WinStar is able or not to collect from WinStar's end users.
- (d) BellSouth shall not become involved in any disputes between WinStar and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to WinStar. It shall be the responsibility of WinStar and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

- A. WinStar will not be charged a fee for storage services provided by BellSouth to WinStar, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by WinStar. WinStar shall have the right to have BellSouth contest with the imposing jurisdiction, at WinStar's expense, any such taxes that WinStar deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
- C. WinStar agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and WinStar further agrees not to

publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

- D. This Agreement constitutes the entire Agreement between WinStar and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

**FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, between BellSouth Telecommunications, Inc. ("BellSouth"), and _____ ("WinStar"), effective the ____ day of _____, _____.

I. GENERAL

This Addendum sets forth the terms and conditions for WinStar's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by WinStar, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number that WinStar creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number that identifies a telephone line administered by WinStar.
- C. Special billing number - a ten digit number that identifies a billing account established by WinStar.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by WinStar which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by WinStar.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by WinStar.

III. RESPONSIBILITIES OF PARTIES

- A. WinStar will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.
- B. BellSouth will store in its LIDB the billing number information provided by WinStar. Under normal operating conditions, BellSouth shall include WinStar's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of WinStar's working telephone numbers.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information provided by WinStar to perform the following functions for authorized users on an on-line basis:
 - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by WinStar, and where the last four digits (PIN) are a security code assigned by WinStar.
 - 2. Determine whether WinStar or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. WinStar will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. WinStar will arrange and pay for transport of updates to BellSouth.

IV. COMPLIANCE

Unless expressly authorized in writing by WinStar, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

For the purpose of this Attachment, the following terms shall be defined as:

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

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. Attachment

2.1 This Attachment contains the terms and conditions where BellSouth will provide to the WinStar access to the BellSouth CNAM SCP for query or record storage purposes.

2.2 WinStar shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to WinStar's access to BellSouth's CNAM Database Services and shall be addressed to WinStar's Account Manager.

3. Physical Connection and Compensation

3.1 BellSouth's provision of CNAM Database Services to WinStar requires interconnection from WinStar to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

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

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

3.4 Out-Of-Region Customers

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

4. CNAM Record Initial Load and Updates

4.1 The mechanism to be used by WinStar for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by WinStar in the BellSouth specified format and shall contain records for

every working telephone number that can originate phone calls. It is the responsibility of WinStar to provide accurate information to BellSouth on a current basis.

- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 WinStar CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NIDs										
NID (all types), per month	UNDAX	NA	\$1.08	NA	\$1.80	NA	NA	\$0.52	NA	\$0.56
Installation of 2-Wire/4Wire CLEC NID	UNDAX									
NRC - 1st	UNDAX	NA	\$70.32	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UNDAX	NA	\$54.35	NA	NA	NA	NA	NA	NA	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	NA	\$6.15	NA	NA	NA	NA	NA	NA	NA
NID per 2-Wire Analog VG Loop, Per Month	UNDAX	\$1.18	NA	\$1.10	NA	\$1.09	\$1.22	\$1.01	\$1.13	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 4-Wire Analog VG Loop, Per Month	UNDAX	\$1.30	NA	\$1.21	NA	\$1.22	\$1.34	\$1.14	\$1.25	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	UNDAX	\$1.18	NA	\$1.10	NA	\$1.08	\$1.22	\$1.01	\$1.13	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	UNDAX	\$1.18	NA	\$1.10	NA	\$1.09	\$1.22	\$1.01	\$1.13	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	\$1.18	NA	\$1.10	NA	\$1.09	\$1.22	\$1.01	\$1.13	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	\$1.30	NA	\$1.21	NA	\$1.21	\$1.34	\$1.14	\$1.25	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	UNDAX	\$1.30	NA	\$1.21	NA	\$1.21	\$1.34	\$1.14	\$1.25	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	UNDAX	\$1.30	NA	\$1.21	NA	\$1.21	\$1.34	\$1.14	\$1.25	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 2-Wire Unbundled Copper Loop, per month	UNDAX	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55
NRC - 1st	UNDAX	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60
NRC - Add'l	UNDAX	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60
NRC - Disconnect Charge - 1st	UNDAX	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	SOMAN	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00
NRC - Incremental Charge - Manual Svc Ord - Add'l	SOMAN	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
NRC - Incremental Charge - Manual Svc Ord - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)		\$5.00	NA	NA	NA	NA	\$5.00	NA	NA	NA
LOOP, EXCLUDING NID										
2-Wire Analog VG Loop (Standard), per month	TBD	NA	NA	NA	\$18.20	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	\$86.08	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$58.57	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), per month	TBD	NA	NA	NA	\$21.41	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	\$236.75	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$177.10	NA	NA	NA	NA	NA
4-Wire Analog VG Loop (Standard), per month	TBD	NA	NA	NA	\$26.38	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	\$457.14	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$348.83	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	TBD	NA	NA	NA	\$29.65	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	\$541.28	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$431.61	NA	NA	NA	NA	NA
2-Wire ADSL Loop (Standard), per month	TBD	NA	NA	NA	\$10.63	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	\$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$609.44	NA	NA	NA	NA	NA
2-Wire HDSL Loop (Standard), per month	TBD	NA	NA	NA	\$7.40	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	\$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$609.44	NA	NA	NA	NA	NA
4-Wire HDSL Loop (Standard), per month	TBD	NA	NA	NA	\$9.70	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	\$748.93	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$646.17	NA	NA	NA	NA	NA
LOOP, INCLUDING NID										

**BELL SOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-Wire Analog VG Loop										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	\$16.71	NA	\$18.00
RC - Zone 1, per month (Note 2)	TBD	NA	\$13.75	NA	NA	NA	NA	TBD	NA	\$15.54
RC - Zone 2, per month (Note 2)	TBD	NA	\$20.13	NA	NA	NA	NA	TBD	NA	\$19.55
RC - Zone 3, per month (Note 2)	TBD	NA	\$44.40	NA	NA	NA	NA	TBD	NA	\$28.02
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	\$140.00	NA	NA	NA	NA	\$86.50	NA	\$58.50
NRC - Add'l	UEAL2	NA	\$42.00	NA	NA	NA	NA	\$27.80	NA	\$31.00
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	\$55.00	NA	NA	NA	NA	\$55.00	NA	\$55.00
2-Wire Analog VG Loop-SL1										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	\$15.88	NA	NA
RC - Zone 1, per month (Note 2)	TBD	\$15.24	\$13.75	\$14.21	\$14.79	\$14.96	\$15.58	TBD	\$18.48	\$15.92
RC - Zone 2, per month (Note 2)	TBD	\$24.75	\$20.13	\$16.41	\$27.68	\$25.69	\$20.65	TBD	\$27.87	\$20.79
RC - Zone 3, per month (Note 2)	TBD	\$44.85	\$44.40	\$26.08	\$47.78	\$52.47	\$29.51	TBD	\$36.91	\$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$38.94	NA	NA	NA
NRC - 1st	UEAL2	\$59.03	\$80.00	\$42.54	NA	\$40.69	\$59.25	\$57.99	\$70.44	\$78.93
NRC - Add'l	UEAL2	\$43.14	\$55.00	\$31.33	NA	\$29.96	\$43.67	\$42.37	\$44.05	\$50.98
NRC - Disconnect Charge - 1st	UEAL2	\$15.21	NA	NA	NA	\$16.48	\$16.35	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	\$3.22	NA	NA	NA	\$3.36	\$4.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.22	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Manual Order Coordination - 1st	TBD	NA	NA	NA	NA	NA	NA	\$61.38	NA	NA
NRC - Manual Order Coordination - add'l	TBD	NA	NA	NA	NA	NA	NA	\$61.38	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	TBD	NA	NA	NA	NA	NA	NA	\$45.34	NA	NA
NRC - Loop Make-Up	UEANM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	\$19.50	NA	NA
RC - Zone 1, per month (Note 2)	TBD	\$17.95	\$13.75	\$16.84	\$17.27	\$17.65	\$18.35	TBD	\$21.57	\$15.92
RC - Zone 2, per month (Note 2)	TBD	\$29.16	\$20.13	\$19.45	\$32.32	\$30.32	\$24.33	TBD	\$32.53	\$20.79
RC - Zone 3, per month (Note 2)	TBD	\$52.84	\$44.40	\$30.92	\$55.78	\$61.93	\$34.77	TBD	\$43.08	\$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$45.88	NA	NA	NA
NRC - 1st	UEAL2	\$145.46	\$140.00	\$104.17	NA	\$99.69	\$144.01	\$142.97	\$178.12	\$192.97
NRC - Add'l	UEAL2	\$108.40	\$42.00	\$78.10	NA	\$74.73	\$107.70	\$106.56	\$128.80	\$140.72
NRC - Disconnect Charge - 1st	UEAL2	\$40.31	NA	NA	NA	\$28.73	\$40.98	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	\$26.01	NA	NA	NA	\$18.87	\$26.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.22	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$26.95	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling										
RC - Statewide, per month	UEAR2	NA	NA	NA	NA	NA	NA	\$19.50	NA	NA
RC - Zone 1, per month (Note 2)	TBD	\$17.95	\$13.75	\$16.84	\$17.27	\$17.65	\$18.35	TBD	\$21.57	\$15.92
RC - Zone 2, per month (Note 2)	TBD	\$29.16	\$20.13	\$19.45	\$32.32	\$30.32	\$24.33	TBD	\$32.53	\$20.79
RC - Zone 3, per month (Note 2)	TBD	\$52.84	\$44.40	\$30.92	\$55.78	\$61.93	\$34.77	TBD	\$43.08	\$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$45.88	NA	NA	NA
NRC - 1st	UEAR2	\$145.46	\$140.00	\$104.17	NA	\$99.69	\$144.01	\$142.97	\$178.12	\$192.97
NRC - Add'l	UEAR2	\$108.40	\$42.00	\$78.10	NA	\$74.73	\$107.70	\$106.56	\$128.80	\$140.72
NRC - Disconnect Charge - 1st	UEAR2	\$40.31	NA	NA	NA	\$28.73	\$40.98	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAR2	\$26.01	NA	NA	NA	\$18.87	\$26.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.22	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$26.95	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
2-Wire Analog VG Loop (Standard)										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$14.79	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$27.68	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$47.78	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	NA	NA	\$86.08	NA	NA	NA	NA	NA
NRC - Add'l	UEAL2	NA	NA	NA	\$58.57	NA	NA	NA	NA	NA
NRC - Loop Make-up	UEANM	NA	NA	NA	TBD	NA	NA	NA	NA	NA
NRC - Manual Order Coordination	UEAMC	NA	NA	NA	TBD	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ loop or ground start signaling										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$17.27	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$32.32	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$55.78	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	NA	NA	\$236.75	NA	NA	NA	NA	NA
NRC - Add'l	UEAL2	NA	NA	NA	\$177.10	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ reverse battery signaling										
RC - Statewide, per month	UEAR2	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$17.27	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$32.32	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$55.78	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAR2	NA	NA	NA	\$236.75	NA	NA	NA	NA	NA
NRC - Add'l	UEAR2	NA	NA	NA	\$177.10	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
4-Wire Analog VG Loop										
RC - Statewide, per month	UEAL4	NA	NA	NA	NA	NA	NA	\$27.49	NA	NA
RC - Zone 1, per month (Note 2)	TBD	\$24.01	\$24.26	\$22.26	NA	\$24.36	\$22.38	TBD	\$29.47	\$15.92
RC - Zone 2, per month (Note 2)	TBD	\$39.00	\$35.51	\$25.70	NA	\$41.85	\$29.67	TBD	\$44.44	\$20.79
RC - Zone 3, per month (Note 2)	TBD	\$70.67	\$78.35	\$40.85	NA	\$85.47	\$42.40	TBD	\$58.85	\$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$55.96	NA	NA	NA
NRC - 1st	UEAL4	\$293.70	\$141.00	\$206.95	NA	\$198.10	\$289.06	\$288.47	\$383.39	\$58.50
NRC - Add'l	UEAL4	\$241.76	\$43.00	\$170.57	NA	\$163.26	\$238.19	\$237.45	\$286.77	\$31.00
NRC - Disconnect Charge - 1st	UEAL4	\$108.96	NA	NA	NA	\$74.27	\$108.14	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL4	\$57.01	NA	NA	NA	\$39.44	\$57.28	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
4-Wire Analog VG Loop (Standard)										
RC - Statewide, per month	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$20.92	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$39.14	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$67.56	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAL4	NA	NA	NA	\$457.14	NA	NA	NA	NA	NA

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Add'l	UEAL4	NA	NA	NA	\$348.83	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop										
RC - Statewide, per month	U1L2X	NA	NA	NA	NA	NA	NA	\$24.98	NA	NA
RC - Zone 1, per month (Note 2)	TBD	\$23.23	\$32.34	\$21.89	\$23.66	\$21.15	\$21.86	TBD	\$26.68	\$15.92
RC - Zone 2, per month (Note 2)	TBD	\$37.74	\$47.35	\$25.27	\$44.28	\$36.22	\$28.97	TBD	\$40.24	\$20.79
RC - Zone 3, per month (Note 2)	TBD	\$68.38	\$104.47	\$40.17	\$7C.42	\$74.19	\$41.40	TBD	\$53.29	\$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$54.64	NA	NA	NA
NRC - 1st	U1L2X	\$331.85	\$306.00	\$233.38	NA	\$223.27	\$326.38	\$325.91	\$423.04	\$58.50
NRC - Add'l	U1L2X	\$255.87	\$283.00	\$180.35	NA	\$172.63	\$252.00	\$251.31	\$301.75	\$31.00
NRC - Disconnect Charge - 1st	U1L2X	\$108.95	NA	NA	NA	\$74.27	\$108.14	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1L2X	\$57.01	NA	NA	NA	\$39.44	\$57.27	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	\$55.00	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
2-Wire ISDN Digital Grade Loop (Standard)										
RC - Statewide, per month	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$23.66	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$44.28	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$76.42	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	U1L2X	NA	NA	NA	\$541.28	NA	NA	NA	NA	NA
NRC - Add'l	U1L2X	NA	NA	NA	\$431.61	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop										
RC - Statewide, per month	UAL2X	NA	NA	NA	NA	NA	NA	\$14.60	NA	\$18.46
RC - Zone 1, per month (Note 2)	TBD	\$12.09	\$12.78	\$11.23	NA	\$11.90	\$10.87	TBD	\$17.10	\$15.93
RC - Zone 2, per month (Note 2)	TBD	\$19.64	\$18.72	\$12.97	NA	\$20.43	\$14.40	TBD	\$25.79	\$20.05
RC - Zone 3, per month (Note 2)	TBD	\$35.59	\$41.29	\$20.62	NA	\$41.73	\$20.58	TBD	\$34.15	\$28.74
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$27.16	NA	NA	NA
NRC - 1st	UAL2X	\$514.21	\$113.85	\$359.73	NA	\$343.13	\$504.82	\$504.90	\$600.61	\$640.79
NRC - Add'l	UAL2X	\$464.58	\$99.61	\$325.15	NA	\$310.03	\$456.24	\$456.17	\$507.33	\$541.94
NRC - Disconnect Charge - 1st	UAL2X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	SOMAN	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
2-Wire ADSL Loop (Standard)										
RC - Statewide, per month	UAL2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$8.79	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$16.46	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$28.40	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UAL2X	NA	NA	NA	\$713.50	NA	NA	NA	NA	NA
NRC - Add'l	UAL2X	NA	NA	NA	\$609.44	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop										
RC - Statewide, per month	UHL2X	NA	NA	NA	NA	NA	NA	\$11.98	NA	\$13.46
RC - Zone 1, per month (Note 2)	TBD	\$9.41	\$9.80	\$7.88	\$6.29	\$8.97	\$8.50	TBD	\$12.21	\$11.62
RC - Zone 2, per month (Note 2)	TBD	\$15.29	\$14.35	\$9.09	\$11.78	\$15.41	\$11.26	TBD	\$18.41	\$14.62

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
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Rates Page 6

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - Zone 3, per month (Note 2)	TBD	\$27.70	\$31.65	\$14.46	\$20.33	\$31.48	\$16.10	TBD	\$24.39	\$20.96
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$21.25	NA	NA	NA
NRC - 1st	UHL2X	\$514.21	\$113.85	\$359.73	NA	\$343.13	\$504.82	\$504.90	\$600.61	\$640.79
NRC - Add'l	UHL2X	\$464.58	\$99.61	\$325.15	NA	\$310.03	\$456.24	\$456.17	\$507.33	\$541.94
NRC - Disconnect Charge - 1st	UHL2X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	UHL2X	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
2-Wire HDSL Loop (Standard)										
RC - Statewide, per month	UHL2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$6.29	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$11.78	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$20.33	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UHL2X	NA	NA	NA	\$713.50	NA	NA	NA	NA	NA
NRC - Add'l	UHL2X	NA	NA	NA	\$609.44	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop										
RC - Statewide, per month	UHL4X	NA	NA	NA	NA	NA	NA	\$13.97	NA	\$17.91
RC - Zone 1, per month (Note 2)	TBD	\$11.52	\$14.75	\$10.39	NA	\$12.97	\$10.36	TBD	\$16.21	\$15.46
RC - Zone 2, per month (Note 2)	TBD	\$18.71	\$21.59	\$12.00	NA	\$21.76	\$13.73	TBD	\$24.45	\$19.46
RC - Zone 3, per month (Note 2)	TBD	\$33.90	\$47.64	\$19.07	NA	\$44.44	\$19.62	TBD	\$32.38	\$27.88
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$25.90	NA	NA	NA
NRC - 1st	UHL4X	\$541.13	\$116.91	\$378.86	NA	\$361.45	\$531.21	\$531.35	\$625.11	\$666.70
NRC - Add'l	UHL4X	\$491.50	\$101.71	\$344.28	NA	\$328.35	\$482.63	\$482.62	\$532.78	\$568.86
NRC - Disconnect Charge - 1st	UHL4X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	UHL4X	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
4-Wire HDSL Loop (Standard)										
RC - Statewide, per month	UHL4X	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$7.68	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$14.38	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$24.82	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UHL4X	NA	NA	NA	\$748.93	NA	NA	NA	NA	NA
NRC - Add'l	UHL4X	NA	NA	NA	\$646.17	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
4-Wire DS1 Digital Loop										
RC - Statewide, per month	USLXX	NA	NA	NA	NA	NA	NA	\$62.78	NA	TBD
RC - Zone 1, per month (Note 2)	TBD	\$51.74	\$64.69	\$55.53	\$50.26	\$56.32	\$50.99	TBD	\$59.61	TBD
RC - Zone 2, per month (Note 2)	TBD	\$84.05	\$94.71	\$64.13	\$94.06	\$96.73	\$67.58	TBD	\$89.90	TBD
RC - Zone 3, per month (Note 2)	TBD	\$152.29	\$208.93	\$101.93	\$162.34	\$197.57	\$96.58	TBD	\$119.06	TBD
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$127.47	NA	NA	NA
NRC - 1st	USLXX	\$610.13	\$540.00	\$429.98	\$849.80	\$410.38	\$599.09	\$714.84	\$715.77	TBD
NRC - Add'l	USLXX	\$380.26	\$465.00	\$268.18	\$523.27	\$255.48	\$373.90	\$421.47	\$421.50	TBD
NRC - Disconnect Charge - 1st	USLXX	\$134.77	NA	NA	NA	\$92.35	\$133.53	NA	NA	NA
NRC - Disconnect Charge - Add'l	USLXX	\$55.97	NA	NA	NA	\$38.44	\$56.25	NA	NA	NA

BELLSOUTHWINSTAR RATES
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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.19	\$43.77	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$49.18	\$55.00	\$34.52	\$55.00	\$33.05	\$48.17	\$48.31	\$48.47	NA
4-Wire 56 Kbps Dlg Grade Loop										
RC - Statewide, per month	UDL56	NA	NA	NA	NA	NA	NA	\$32.67	NA	\$42.23
RC - Zone 1, per month (Note 2)	TBD	\$27.33	\$39.08	\$25.75	NA	\$27.50	\$25.61	TBD	\$34.26	\$36.45
RC - Zone 2, per month (Note 2)	TBD	\$44.40	\$57.21	\$29.74	NA	\$47.24	\$33.94	TBD	\$51.67	\$45.87
RC - Zone 3, per month (Note 2)	TBD	\$80.45	\$126.22	\$47.27	NA	\$96.48	\$48.51	TBD	\$68.43	\$65.75
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$64.02	NA	NA	NA
NRC - 1st	UDL56	\$498.05	\$654.72	\$348.55	NA	\$333.28	\$489.00	\$489.04	\$602.73	\$643.00
NRC - Add'l	UDL56	\$343.70	\$428.45	\$241.20	NA	\$230.50	\$337.93	\$337.51	\$393.50	\$421.26
NRC - Disconnect Charge - 1st	UDL56	\$129.62	NA	NA	NA	\$87.99	\$128.36	NA	\$44.06	NA
NRC - Disconnect Charge - Add'l	UDL56	\$64.25	NA	NA	NA	\$44.24	\$64.35	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
4-Wire 64 Kbps Dlg Grade Loop										
RC - Statewide, per month	UDL64	NA	NA	NA	NA	NA	NA	\$32.67	\$41.70	\$42.23
RC - Zone 1, per month (Note 2)	TBD	\$27.33	\$39.08	\$25.75	NA	\$27.50	\$25.61	TBD	\$34.26	\$36.45
RC - Zone 2, per month (Note 2)	TBD	\$44.40	\$57.21	\$29.74	NA	\$47.24	\$33.94	TBD	\$51.67	\$45.87
RC - Zone 3, per month (Note 2)	TBD	\$80.45	\$126.22	\$47.27	NA	\$96.48	\$48.51	TBD	\$68.43	\$65.75
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$64.02	NA	NA	NA
NRC - 1st	UDL64	\$498.05	\$654.72	\$348.55	NA	\$333.28	\$489.00	\$489.04	\$602.73	\$643.00
NRC - Add'l	UDL64	\$343.70	\$428.45	\$241.20	NA	\$230.50	\$337.93	\$337.51	\$393.50	\$421.26
NRC - Disconnect Charge - 1st	UDL64	\$129.62	NA	NA	NA	\$87.99	\$128.36	NA	\$44.06	NA
NRC - Disconnect Charge - Add'l	UDL64	\$64.25	NA	NA	NA	\$44.24	\$64.35	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
2-Wire Unbundled Copper Loop (18kft or less) Note 3										
RC - Statewide, per month	UCLPB	\$15.11	\$18.00	\$13.97	\$11.89	\$21.00	NA	\$19.00	\$20.81	\$12.16
RC - Zone 1, per month (Note 2)	TBD	TBD	\$18.60	\$19.80	TBN	\$18.80	\$16.85	TBD	\$18.90	\$19.85
RC - Zone 2, per month (Note 2)	TBD	TBD	\$27.23	\$22.86	TBN	\$25.85	\$22.34	TBD	\$28.50	\$24.98
RC - Zone 3, per month (Note 2)	TBD	TBD	\$60.07	\$36.34	TBN	\$39.14	\$31.92	TBD	\$37.75	\$35.81
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA
NRC - 1st	UCLPB	\$514.21	\$340.00	\$395.16	\$713.50	\$340.00	\$504.82	\$504.90	\$600.61	\$270.01
NRC - Add'l	UCLPB	\$464.58	\$300.00	\$217.39	\$609.44	\$300.00	\$456.24	\$456.17	\$507.33	\$234.63
NRC - Disconnect Charge - 1st	UCLPB	NA	NA	NA	NA	\$72.54	\$105.86	NA	NA	\$74.54
NRC - Disconnect Charge - Add'l	UCLPB	NA	NA	NA	NA	\$39.42	\$57.25	NA	NA	\$39.14
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	\$47.00	\$18.94	\$47.00	\$18.14	\$25.52	\$26.94	\$25.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00	\$21.00	\$8.42	\$21.00	\$8.06	\$11.34	\$12.76	\$47.00	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	\$142.27	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	\$37.86	\$17.77	\$11.41	\$16.06	NA	\$21.00	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	\$16.00	\$16.00	\$36.46	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$34.29
2-Wire Unbundled Copper Loop (>18kft) Note 3										
RC - Statewide, per month	UCL2L	\$40.00	\$35.00	\$41.61	\$40.00	\$37.00	\$45.00	\$35.00	\$40.00	\$35.00
RC - Zone 1, per month (Note 2)	TBD	TBD	\$18.60	\$19.80	TBN	\$18.80	\$16.85	TBD	\$18.90	\$19.85
RC - Zone 2, per month (Note 2)	TBD	TBD	\$27.23	\$22.86	TBN	\$25.85	\$22.34	TBD	\$28.50	\$24.98
RC - Zone 3, per month (Note 2)	TBD	TBD	\$60.07	\$36.34	TBN	\$39.14	\$31.92	TBD	\$37.75	\$35.81

BELLSOUTH/WINSTAR RATES
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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA
NRC - 1st	UCL2L	\$514.21	\$340.00	\$395.16	\$713.50	\$340.00	\$504.82	\$504.90	\$600.61	\$270.01
NRC - Add'l	UCL2L	\$464.58	\$300.00	\$217.39	\$609.44	\$300.00	\$456.24	\$456.17	\$507.33	\$234.63
NRC - Disconnect Charge - 1st	UCL2L	NA	NA	NA	NA	\$72.54	\$105.86	NA	NA	\$74.54
NRC - Disconnect Charge - Add'l	UCL2L	NA	NA	NA	NA	\$39.42	\$57.25	NA	NA	\$39.14
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	\$47.00	\$18.94	\$47.00	\$18.14	\$25.52	\$26.94	\$25.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00	\$21.00	\$8.42	\$21.00	\$8.06	\$11.34	\$12.76	\$47.00	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	\$142.27	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	\$37.86	\$17.77	\$11.41	\$16.06	NA	\$21.00	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	\$16.00	\$16.00	\$36.46	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$34.29
DS3 Unbundled Local Loop										
DS3 Unbundled Local Loop - per mile	1L5ND	\$43.96	\$40.01	\$29.96	\$43.69	\$38.98	\$54.39	\$32.53	\$56.71	\$30.53
DS3 Unbundled Local Loop - per Facility Termination	UE3PX	\$456.18	\$470.83	\$392.61	\$436.95	\$497.08	\$427.81	\$387.01	\$510.30	\$400.21
NRC - Facility Termination - 1st	UE3PX	\$973.58	\$770.47	\$770.96	\$1,091.00	\$709.14	\$975.22	\$964.04	\$1,091.00	\$726.16
NRC - Facility Termination - Add'l	UE3PX	\$547.59	\$436.40	\$437.71	\$661.23	\$402.63	\$549.17	\$542.73	\$654.13	\$411.64
NRC - Facility Termination - Disconnect - 1st	UE3PX	\$132.56	\$108.95	\$111.07	NA	\$102.16	\$134.07	NA	NA	\$103.36
NRC - Facility Termination - Disconnect - Add'l	UE3PX	\$129.07	\$106.01	\$108.14	NA	\$99.46	\$130.59	NA	NA	\$100.59
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAC	\$70.10	NA	\$54.64	\$93.12	\$50.25	\$68.62	\$69.34	\$92.52	\$53.03
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAC	\$70.10	NA	\$54.64	\$93.12	\$50.25	\$68.62	\$69.34	\$92.52	\$53.03
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAC	\$30.09	NA	\$22.77	NA	\$20.94	\$28.59	\$29.76	NA	\$22.95
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAC	\$30.09	NA	\$22.77	NA	\$20.94	\$28.59	\$29.76	NA	\$22.95
STS-1 Unbundled Local Loop										
STS-1 Unbundled Local Loop - per mile	1L5ND	\$43.96	\$40.01	\$29.96	\$43.69	\$38.98	\$54.39	\$32.53	\$56.71	\$30.53
STS-1 Unbundled Local Loop - per Facility Termination	UDLS1	\$456.18	\$470.83	\$392.61	\$436.95	\$497.08	\$427.81	\$387.01	\$510.30	\$400.21
NRC - STS-1 - Facility Termination - 1st	UDLS1	\$973.58	\$770.47	\$770.96	\$1,091.00	\$709.14	\$975.22	\$964.04	\$1,091.00	\$726.16
NRC - STS-1 - Facility Termination - Add'l	UDLS1	\$547.59	\$436.40	\$437.71	\$661.23	\$402.63	\$549.17	\$542.73	\$654.13	\$411.64
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	\$132.56	\$108.95	\$111.07	NA	\$102.16	\$134.07	NA	NA	\$103.36
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	\$129.07	\$106.01	\$108.14	NA	\$99.46	\$130.59	NA	NA	\$100.59
NRC - STS-1 - Incremental Charge - Manual Svc Order - 1st	SOMAC	\$70.10	NA	\$54.64	\$93.12	\$50.25	\$68.62	\$69.34	\$92.52	\$53.03
NRC - STS-1 - Incremental Charge - Manual Svc Order - Add'l	SOMAC	\$70.10	NA	\$54.64	\$93.12	\$50.25	\$68.62	\$69.34	\$92.52	\$53.03
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAC	\$30.09	NA	\$22.77	NA	\$20.94	\$28.59	\$29.76	NA	\$22.95
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAC	\$30.09	NA	\$22.77	NA	\$20.94	\$28.59	\$29.76	NA	\$22.95
Unbundled Loop Modification - Note 3										
Load Coil/Equipment Removal per pair - Loops up to 18kft	ULM2L	\$80.55	\$80.55	\$80.55	\$80.55	\$80.55	\$80.55	\$80.55	\$80.55	\$80.55
Load Coil/Equipment Removal per pair - Loops > 18kft - 1st	ULM2G	\$880.08	\$880.08	\$880.08	\$880.08	\$880.08	\$880.08	\$880.08	\$880.08	\$880.08
Load Coil/Equipment Removal per pair - Loops > 18kft - Add'l	ULM2G	\$27.30	\$27.30	\$27.30	\$27.30	\$27.30	\$27.30	\$27.30	\$27.30	\$27.30
Bridged Tap Removal per pair unloaded	ULMBT	\$121.14	\$121.14	\$121.14	\$121.14	\$121.14	\$121.14	\$121.14	\$121.14	\$121.14
Loop Make-Up Service Inquiry - Note 3										
Per Service Inquiry	UMKLP	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75
Unbundled Sub-Loops										
Sub-Loop Analog										
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	USBN2	NA	\$8.57	\$9.12	\$10.83	BFR	NA	NA	NA	\$9.79
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - 1st	USBN2	TBN	\$78.28	\$207.01	\$459.85	TBN	TBN	TBN	TBN	\$586.00
NRC - Add'l	USBN2	TBN	\$58.33	\$171.32	\$352.89	TBN	TBN	TBN	TBN	\$255.00
NRC - Disconnect Charge - 1st	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Disconnect Charge - Add'l	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	NA	\$18.94	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	NA	\$8.42	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	TBD	NA	NA	NA	\$9.95	NA	NA	NA	NA	\$9.23
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	NA	NA	NA	\$9.95	NA	NA	NA	NA	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	NA	NA	NA	\$9.95	NA	NA	NA	NA	TBD
NRC - 1st	TBD	NA	NA	NA	\$459.85	NA	NA	NA	NA	\$587.00
NRC - Add'l	TBD	NA	NA	NA	\$352.89	NA	NA	NA	NA	\$255.00
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	USBN4	TBN	\$11.29	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - 1st	USBN4	TBN	\$112.07	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Add'l	USBN4	TBN	\$92.11	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Sub-Loop-Intrabuilding Network Cable (INC) (riser cable), 2W analog, per month	USBR2									
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - 1st	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Sub-Loop-Intrabuilding Network Cable (INC) (riser cable), 4W analog, per month	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - 1st	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Unbundled Network Terminating Wire										
UNTW Pair, per pair, per month	UENPP	TBN	\$0.67	\$1.56	\$1.24	NA	NA	NA	NA	\$1.31
Site Visit Survey, per MDU/MTU Complex, NRC	UENV5	TBN	\$225.00	\$225.00	\$225.00	NA	NA	NA	NA	\$225.00
Site Visit Set-Up - Terminal Preparation, per terminal										
NRC - 1st terminal	UENSS	TBN	\$98.00	\$98.00	\$98.00	TBN	TBN	TBN	TBN	\$98.00
NRC - Add'l terminal	UENSS	TBN	\$65.00	\$65.00	\$65.00	TBN	TBN	TBN	TBN	\$65.00
Access Terminal Provisioning & 1st 25 pair panel (SPOI), per terminal, NRC	UEN1T	TBN	\$110.00	\$110.00	\$110.00	TBN	TBN	TBN	TBN	\$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	UEN2T	TBN	\$35.00	\$35.00	\$35.00	TBN	TBN	TBN	TBN	\$35.00
UNTW Pair Provisioning, per pair, NRC	UENPP	TBN	\$9.00	\$9.00	\$9.00	TBN	TBN	TBN	TBN	\$9.00
Service Visit for Provisioning, per request, per premises, NRC	UENSV	TBN	\$55.00	\$55.00	\$55.00	TBN	TBN	TBN	TBN	\$55.00
Manual Service Order, NRC	MOCLA	TBN	\$45.00	\$45.00	\$45.00	TBN	TBN	TBN	TBN	\$45.00
Sub-Loop Concentration - Channelization Sys (Outside CO)										
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	TBD	\$18.94	TBD	BFR	BFR	BFR	BFR	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	TBD	\$8.42	TBD	BFR	BFR	BFR	BFR	TBD
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	NA	\$792.49	\$724.79	\$757.00	NA	NA	NA	NA	\$683.78
NRC - 1st	UCT8A	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	\$634.31
NRC - Add'l	UCT8A	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	\$311.78
TR008 - System B (96 channel capacity - channels 97-192), per month			\$155.32	\$92.91	\$95.60	NA	NA	NA	NA	\$102.12
NRC - 1st	UCT8B	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	\$634.31

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Add'l	UCT8B	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	\$311.78
TR303 - System A (96 channel capacity - channels 1-96), per month			\$835.72	\$764.42	\$799.95	NA	NA	NA	NA	\$726.87
NRC - 1st	UCT3A	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	\$634.31
NRC - Add'l	UCT3A	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	\$311.78
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	NA	\$198.55	\$132.54	\$138.55	NA	NA	NA	NA	\$145.21
NRC - 1st	UCT3B	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	\$634.31
NRC - Add'l	UCT3B	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	\$311.78
DS1 Feeder Interface, per month	UCTFS	NA	\$78.43	\$72.12	\$77.02	NA	NA	NA	NA	\$76.73
NRC 1st	UCTFS	NA	\$422.74	\$425.74	\$418.13	NA	NA	NA	NA	\$418.37
NRC Add'l	UCTFS	NA	\$200.74	\$198.06	\$198.56	NA	NA	NA	NA	\$198.67
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	NA	\$2.62	\$2.38	\$2.68	NA	NA	NA	NA	\$2.61
NRC 1st	TBD	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	TBD	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - 2 Wire ISDN, per month	ULCC1	NA	\$10.49	\$9.53	\$10.72	NA	NA	NA	NA	\$10.43
NRC 1st	ULCC1	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	ULCC1	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	NA	\$15.59	\$14.17	\$15.94	NA	NA	NA	NA	\$15.51
NRC 1st	TBD	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	TBD	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - 4 Wire Voice, per month	ULCC4	NA	\$9.30	\$8.45	\$9.50	NA	NA	NA	NA	\$9.26
NRC 1st	ULCC4	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	ULCC4	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Test Circuit, per month		NA	\$45.46	\$41.30	\$46.44	NA	NA	NA	NA	\$45.22
NRC 1st	UCTTC	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	UCTTC	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - Digital 56Kbps, per month	ULCC5	NA	\$13.78	\$12.51	\$14.08	NA	NA	NA	NA	\$13.71
NRC 1st	ULCC5	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	ULCC5	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - Digital 64Kbps, per month	ULCC6	NA	\$13.78	\$12.51	\$14.08	NA	NA	NA	NA	\$13.71
NRC 1st	ULCC6	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	ULCC6	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Loop Concentration System (Inside C.O.)										
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	TBD	\$18.94	TBD	\$18.14	\$25.52	TBD	\$44.06	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	TBD	\$8.42	TBD	\$8.06	\$11.34	TBD	\$13.55	TBD
Loop Channelization System - Digital Loop Carrier	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
LC - Loop Channelization System - Digital Loop Carrier	TBD	NA	NA	NA	NA	NA	NA	\$315.61	NA	NA
NRC- 1st	TBD	NA	NA	NA	NA	NA	NA	\$426.48	NA	NA
NRC- Add'l	TBD	NA	NA	NA	NA	NA	NA	\$103.42	NA	NA
NRC- Incremental Cost - Manual Service Order- 1st	TBD	NA	NA	NA	NA	NA	NA	\$42.19	NA	NA
NRC- Incremental Cost - Manual Service Order- Add'l	TBD	NA	NA	NA	NA	NA	NA	\$12.76	NA	NA
TR008 -System A (96 channel capacity - channels 1-96), per month	UCT8A	\$327.44	\$400.33	\$316.63	\$394.00	\$308.74	\$454.79	\$375.96	\$399.21	\$380.06
NRC - 1st	UCT8A	\$1,115.10	\$1,128.75	\$1,111.95	\$1,116.15	\$1,117.20	\$1,115.10	\$1,113.00	\$1,119.30	\$1,114.05
NRC - Add'l	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR008 -System B (96 channel capacity - channels 97-192), per month	UCT8B	\$67.41	\$70.48	\$65.27	\$72.21	\$76.58	\$73.30	\$65.98	\$71.91	\$68.71
NRC - 1st	UCT8B	\$464.57	\$470.41	\$463.37	\$465.11	\$465.64	\$464.71	\$463.74	\$466.38	\$464.21
NRC - Add'l	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	\$375.18	\$450.24	\$362.87	\$445.14	\$385.97	\$506.70	\$422.68	\$450.13	\$428.73
NRC - 1st	UCT3A	\$1,115.10	\$1,128.75	\$1,111.95	\$1,116.15	\$1,117.20	\$1,115.10	\$1,113.00	\$1,119.30	\$1,114.05
NRC - Add'l	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	\$111.30	\$118.76	\$110.02	\$121.45	\$129.05	\$123.52	\$111.17	\$121.16	\$115.79
NRC - 1st	UCT3B	\$464.57	\$470.41	\$463.37	\$465.11	\$465.64	\$464.71	\$463.74	\$466.38	\$464.21
NRC - Add'l	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA

**BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DS1 interface, per month	UCTCO	\$6.42	\$6.47	\$6.15	\$403.20	\$7.35	\$6.99	\$6.27	\$6.79	\$6.49
NRC 1st	UCTCO	\$367.70	\$372.32	\$366.72	\$132.18	\$368.54	\$367.80	\$367.04	\$369.13	\$367.41
NRC Add'l	UCTCO	\$132.03	\$133.69	\$130.63	\$132.18	\$132.33	\$132.07	\$131.79	\$132.54	\$131.92
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	\$2.55	\$2.66	\$2.44	\$2.79	\$2.91	\$2.77	\$0.89	\$2.69	\$2.58
NRC 1st	TBD	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.73	\$35.91	\$35.74
NRC Add'l	TBD	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.49	\$35.71	\$35.54
Channel Interface - 2 Wire ISDN, per month	ULCC1	\$10.19	\$10.67	\$9.76	\$11.18	\$11.66	\$11.10	\$9.95	\$10.76	\$10.30
NRC 1st	ULCC1	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74
NRC Add'l	ULCC1	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	\$15.15	\$15.85	\$14.51	\$16.62	\$17.33	\$16.46	\$14.80	\$16.01	\$15.32
NRC 1st	TBD	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74
NRC Add'l	TBD	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54
Channel Interface - 4 Wire Voice, per month	ULCC4	\$9.04	\$9.44	\$8.65	\$9.91	\$10.34	\$9.83	\$8.82	\$9.55	\$9.13
NRC 1st	ULCC4	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74
NRC Add'l	ULCC4	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54
Test Circuit, per month	UCTTC	\$44.16	\$46.14	\$42.30	\$48.43	\$50.53	\$47.85	\$43.13	\$46.66	\$44.65
NRC 1st	UCTTC	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74
NRC Add'l	UCTTC	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54
Channel Interface - Digital 56Kbps, per month	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC 1st	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC Add'l	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Channel Interface - Digital 64Kbps, per month	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC 1st	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC Add'l	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
DARK FIBER										
Per four fiber strands, per route mile or fraction thereof, per month	1L5DF	\$59.84	\$55.35	\$44.22	\$64.64	\$65.29	\$70.35	\$49.88	\$72.45	\$52.67
NRC - Per each four-fiber dark fiber arrangement - 1st	1L5DF	\$2,518.66	\$1,715.61	\$1,355.29	\$2,304.00	\$1,685.19	\$2,389.99	\$2,277.00	\$2,406.00	\$1,672.44
NRC - Per each four-fiber dark fiber arrangement - Add'l	1L5DF	\$835.08	\$622.68	\$273.69	\$740.93	\$580.11	\$804.32	\$733.08	\$765.30	\$509.09
NOTES:										
1	In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.									
2	Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available. Until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to CLEC-1's interconnection agreement.									
3	All rates are interim and subject to true-up.									

BELLSOUTHWINSTAR RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Exhibit C
Rates Page 12

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL EXCHANGE SWITCHING (PORTS)										
2-Wire Analog Line Port (Res., Bus.), per month										
2-wire voice unbundled port - residence	UEPRL	\$2.07	\$2.00 - Note 1	\$1.85 - Note 1	\$2.61 - Note 1	\$2.20	\$2.11	\$2.19	\$2.35	\$1.90 - Note 1
2-wire voice unbundled port with caller ID - residence	UEPRC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled port outgoing only - residence	UEPRO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$2.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled res. low usage line port with Caller ID (LUM)	UEPAP	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)										
LNPCX										
2-wire voice unbundled port without Caller ID	UEPBL	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled outgoing only port	UEPBO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled area plus port with Caller ID	UEPBM	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled incoming only port with Caller ID	UEPB1	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)										
LNPCX										
Non-Recurring Charges (NRC) - 1st (Residence)										
2-wire voice unbundled port - residence	UEPRL	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4 3 1
2-wire voice unbundled port with caller ID - residence	UEPRC	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4 3 1
2-wire voice unbundled port outgoing only - residence	UEPRO	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4 3 1
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4 3 1
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$38.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA

BELLSOUTH/WINSTAR RATES NETWORK ELEMENTS
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PORTS

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Rates - Page 13

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LWB)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
NRC - Add'l (Residence)										
2-wire voice unbundled port - residence -	UEPRL	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4.3.1
2-wire voice unbundled port with caller ID - residence	UEPRC	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
2-wire voice unbundled port outgoing only - residence	UEPRO	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$15.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LWB)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
NRC - 1st (Business)										
2-wire Voice Unbundled Port without Caller ID	UEPBL	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4.3.1
2-wire voice unbundled port with Caller ID	UEPBC	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
2-wire voice unbundled outgoing only port	UEPBO	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID+E587 (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA

BELLSOUTH/WINSTAR RATES NETWORK ELEMENTS
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Exhibit C
Rates - Page 14

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4 3 1
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4 3 1
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4 3 1
										BST GSST A4 3 1
NRC - Add'l (Business)	UEPBL	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4 3 1
2-wire voice unbundled port without Caller ID	UEPBL	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4 3 1
2-wire voice unbundled port with Caller ID	UEPBC	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4 3 1
2-wire voice unbundled outgoing only port	UEPBO	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4 3 1
2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4 3 1
2-wire voice unbundled incoming only port with Caller ID	UEPB1	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4 3 1
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4 3 1
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4 3 1
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4 3 1
NRC - Disconnect Charge - 1st										
2-wire voice unbundled port - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port outgoing only - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled area plus port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port without Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled outgoing only Port		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA

BELLSOUTHWINSTAR RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled Area Plus Port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Incoming only Port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l										
2-wire voice unbundled port - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port outgoing only - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled area plus port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port without Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled outgoing only port		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Area Plus Port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled incoming only port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$10.39	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	NA
All available features, per month	UEPVF	\$5.55	NA	NA	NA	\$8.28	\$6.75	NA	\$6.29	NA
NRC - 1st (all types)		\$24.72	NA	NA	NA	NA	\$21.42	NA	\$36.24	NA

BELLSOUTHWINSTAR RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Add'l (all types)		\$24.72	NA	NA	NA	NA	\$21.42	NA	\$36.24	NA
NRC - Disconnect Charge - 1st		\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA
NRC - Disconnect Charge - Add'l		\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	NA	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	NA
Three available feature, per month	UEPVF	NA	NA	NA	NA	\$8.28	\$3.31	NA	\$3.03	NA
NRC - 1st (all types)		NA	NA	NA	NA	NA	\$3.06	NA	\$4.53	NA
NRC - Add'l (all types)		NA	NA	NA	NA	NA	\$3.06	NA	\$4.53	NA
NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	\$8.20	NA	NA	NA
NRC - Disconnect Charge - Add'l		NA	NA	NA	NA	NA	\$8.20	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-Wire Analog VG Port, per month	UEP4A	NA	\$9.14	\$8.47	NA	\$10.13	\$9.60	\$8.69	\$2.28	NA
NRC - 1st	UEP4A	NA	\$5.86	\$17.16	NA	\$16.43	\$22.98	\$21.69	\$3.50	NA
NRC - Add'l	UEP4A	NA	\$5.86	\$17.16	NA	\$16.43	\$22.98	\$21.69	\$3.50	NA
NRC - Disconnect Charge - 1st	BFR	NA	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	BFR	NA	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	\$26.85	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	\$12.67	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$8.94	\$16.06	NA	NA	NA
2-Wire DID Port, per month	UEPP2	\$12.08	TBD	\$11.35	NA	\$13.12	\$14.63	\$12.36	\$12.08	\$12.68
NRC - 1st	UEPP2	\$50.00	TBD	\$61.91	NA	\$71.28	\$83.09	\$81.84	\$50.00	BST GSST A4.3.1
NRC - Add'l	UEPP2	\$18.00	TBD	\$61.91	NA	\$59.28	\$83.09	\$81.84	\$50.00	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	UEPP2	NA	NA	NA	NA	\$9.20	\$13.48	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPP2	NA	NA	NA	NA	\$9.20	\$13.48	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$10.39	\$16.07	NA	NA	NA
4-Wire DS1 Port w/DID capability, per month	UEPDD	\$130.23	\$125.00	\$120.80	NA	\$149.27	\$146.46	\$123.65	\$130.23	\$120.00
NRC - 1st	UEPDD	\$50.00	\$112.00	\$89.44	NA	\$85.63	\$117.81	\$116.59	\$60.00	To be negotiated
NRC - Add'l	UEPDD	\$18.00	\$91.00	\$52.46	NA	\$50.23	\$71.18	\$69.92	\$60.00	To be negotiated
NRC - Disconnect Charge - 1st	UEPDD	NA	NA	NA	NA	\$8.82	\$12.94	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPDD	NA	NA	NA	NA	\$8.82	\$12.94	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$10.39	\$16.06	NA	NA	NA
2-Wire ISDN Port(2) (3), per month	U1PMA	\$16.42	\$13.00	\$13.47	\$12.33	\$23.33	\$51.91	\$24.50	\$33.74	\$19.00
NRC - 1st	U1PMA	\$63.24	\$88.00	\$47.37	\$90.48	\$45.35	\$63.59	\$62.29	\$65.79	BST GSST A4.3.1
NRC - Add'l	U1PMA	\$63.24	\$66.00	\$47.37	\$84.53	\$45.35	\$63.59	\$62.29	\$65.79	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	U1PMA	\$5.69	NA	NA	NA	\$4.31	\$7.04	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1PMA	\$5.69	NA	NA	NA	\$4.31	\$7.04	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$56.19	NA	\$39.98	NA	\$38.29	\$53.87	\$55.30	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$56.19	NA	\$39.98	NA	\$38.29	\$53.87	\$55.30	\$67.52	NA

BELLSOUTHWINSTAR RATES NETWORK ELEMENTS
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Exhibit C
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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$6.65	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$6.65	\$11.34	NA	NA	NA
NRC - User Profile per B Channel (4)	U1UMA	NA	NA	NA	\$5.61	NA	NA	NA	NA	NA
2-Wire ISDN Port(2) (3) Including all available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$38.68	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$106.40	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$106.40	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
2-Wire ISDN Port(2) (3) Including three available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$36.01	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$70.32	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$70.32	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
4-Wire ISDN DS1 Port, per month	UEPEX	\$186.02	NA	\$163.16	NA	\$194.72	\$213.21	\$179.75	\$214.79	\$308.00
NRC - 1st	UEPEX	\$244.85	NA	\$186.80	NA	\$181.89	\$244.12	\$241.63	\$278.37	To be negotiated
NRC - Add'l	UEPEX	\$244.85	NA	\$186.80	NA	\$181.89	\$244.12	\$241.63	\$278.37	To be negotiated
NRC - Disconnect Charge - 1st	UEPEX	\$51.19	NA	NA	NA	\$27.11	\$53.32	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPEX	\$51.19	NA	NA	NA	\$27.11	\$53.32	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$54.75	NA	\$37.88	NA	\$33.18	\$51.03	\$53.89	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$54.75	NA	\$37.88	NA	\$33.18	\$51.03	\$53.89	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$11.53	NA	NA	NA	\$7.73	\$8.51	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$11.53	NA	NA	NA	\$7.73	\$8.51	NA	NA	NA
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	NA	NA	NA	\$275.48	NA	NA	NA	\$251.00	NA
NRC - 1st	UEPEX	NA	NA	NA	\$181.27	NA	NA	NA	\$311.73	NA
NRC - Add'l	UEPEX	NA	NA	NA	\$116.42	NA	NA	NA	\$311.73	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$65.48	NA
2-Wire Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.18	\$2.35	\$1.90
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$2.07	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX									
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
NRC - 1st	UEPPC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$21.60	\$24.36	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA

BELLSOUTH/WINSTAR RATES NETWORK ELEMENTS
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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEPXS	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$21.60	\$24.36	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
LONG DISTANCE TERMINAL PBX TRUNK - BUSINESS	UEPLD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA

BELLSOUTHWINSTAR RATES NETWORK ELEMENTS
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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	\$37.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	\$38.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	\$39.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEPXS	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINAL'S PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA

BELLSOUTHWINSTAR RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA

BELLSOUTHWINSTAR RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$14.46	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$8.94	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$0.48	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Analog Line Port (PBX) including all available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$8.67	NA
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$60.60	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$60.60	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$14.46	NA
2-Wire Analog Line Port (PBX) including three available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$5.38	NA
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$28.89	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$28.89	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$14.46	NA
2-Wire Analog Hunting, per line per month	HTGUX	See features	NA	NA	\$0.29	NA	See features	NA	See features	NA
NRC - 1st	HTGUX	See features	NA	NA	\$2.14	NA	See features	NA	See features	NA
NRC - Add'l	HTGUX	See features	NA	NA	\$2.14	NA	See features	NA	See features	NA
Coin Port, per month		\$2.34	NA	\$2.05	\$3.04	\$2.50	\$2.32	NA	\$2.77	\$1.90

BELLSOUTHWINSTAR RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 1st		\$21.93	NA	\$17.16	\$40.71	\$16.43	\$22.98	NA	\$24.75	BST GSST A4 3 1
NRC - Add'l		\$21.93	NA	\$17.16	\$40.71	\$16.43	\$22.98	NA	\$24.75	BST GSST A4 3 1
NRC - Disconnect Charge - 1st		\$5.21	NA	NA	NA	\$4.15	\$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l		\$5.21	NA	NA	NA	\$4.15	\$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$43.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$14.57	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$16.33	NA	NA	NA	\$9.86	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$0.48	NA	NA	NA	NA	NA	NA	NA	NA
4- Wire Coin Port, per month		NA	NA	NA	NA	NA	NA	\$2.59	NA	NA
NRC - 1st		NA	NA	NA	NA	NA	NA	\$21.60	NA	NA
NRC - Add'l		NA	NA	NA	NA	NA	NA	\$21.60	NA	NA
NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st		NA	NA	NA	NA	NA	NA	\$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l		NA	NA	NA	NA	NA	NA	\$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA
VERTICAL FEATURES										
Local Switching Features offered with Port, Per month	N/A	NA	No add'l charge	NA	No add'l charge	\$8.28	NA	NA	See above	NA
Three-Way Calling, per month		\$1.12	NA	NA	NA	NA	\$1.32	\$0.89	\$1.10	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Customer Changeable Speed Calling, per month		\$0.08	NA	NA	NA	NA	\$0.0755	\$0.17	\$0.1247	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Waiting		\$0.03	NA	NA	NA	NA	\$0.033	\$0.09	\$0.0665	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Remote Activation of Call Forwarding, per month		\$0.18	NA	NA	NA	NA	\$0.4859	\$0.85	\$0.3743	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Cancel Call Waiting, per month		\$0.01	NA	NA	NA	NA	\$0.0082	\$0.01	\$0.0099	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Automatic Callback, per month		\$0.29	NA	NA	NA	NA	\$0.9977	\$0.66	\$0.8015	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Automatic Recall, per month		\$0.28	NA	NA	NA	NA	\$0.3164	\$0.29	\$0.3102	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Calling Number Delivery, per month		\$0.22	NA	NA	NA	NA	\$0.1817	\$0.33	\$0.3272	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Calling Number Delivery Blocking, per month		\$1.17	NA	NA	NA	NA	\$0.9913	\$0.02	\$0.3684	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Customer Originated Trace, per month		\$0.14	NA	NA	NA	NA	\$0.1918	\$0.14	\$0.1402	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA

BELLSOUTH/WINSTAR RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Exhibit C
Rates - Page 24

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Selective Call Rejection, per month		\$0.13	NA	NA	NA	NA	\$0.1721	\$0.13	\$0.1528	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Selective Call Forwarding, per month		\$0.05	NA	NA	NA	NA	\$0.1050	\$0.28	\$0.1287	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Selective Call Acceptance, per month		\$0.29	NA	NA	NA	NA	\$0.4010	\$0.33	\$0.3283	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Multiline Hunt Service (Rotary)										
Service per line, (in addition to port) , per month		\$0.11	NA	NA	NA	NA	\$0.1271	\$0.14	\$0.1301	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Forwarding Variable, per month		\$0.05	NA	NA	NA	NA	\$0.0474	\$0.10	\$0.0768	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Forwarding Busy Line, per month		\$0.03	NA	NA	NA	NA	\$0.0279	\$0.08	\$0.0603	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Forwarding Don't Answer All Calls, per month		\$0.03	NA	NA	NA	NA	\$0.0308	\$0.09	\$0.0655	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Remote Call Forwarding, per month		\$1.36	NA	NA	NA	NA	\$1.47	\$0.95	\$1.41	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Transfer, per month		\$0.12	NA	NA	NA	NA	\$0.1404	\$0.14	\$0.1392	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Hold, per month		\$0.03	NA	NA	NA	NA	\$0.0190	\$0.15	\$0.0677	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Toll Restricted Service, per month		\$0.04	NA	NA	NA	NA	\$0.0387	\$0.10	\$0.0743	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Message Waiting Indicator - Stutter Dial Tone, per month		\$0.03	NA	NA	NA	NA	\$0.0356	\$0.03	\$0.0318	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Anonymous Call Rejection, per month		\$0.93	NA	NA	NA	NA	\$0.9519	\$1.29	\$1.13	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Shared Call Appearances of a DN, per month		\$0.41	NA	NA	NA	NA	\$0.5015	\$0.29	\$0.3513	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Multiple Call Appearances, per month		\$0.09	NA	NA	NA	NA	\$0.0932	\$0.07	\$0.0891	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
ISDN Bridged Call Exclusion, per month		\$0.00	NA	NA	NA	NA	\$0.0013	\$0.0011	\$0.0013	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call by Call Access, per month		\$28.29	NA	NA	NA	NA	\$50.89	\$19.83	\$0.3621	NA
NRC		\$28.94	NA	NA	NA	NA	\$28.61	\$33.33	\$33.36	NA
NRC - Disconnect		\$5.22	NA	NA	NA	NA	\$5.16	NA	NA	NA
Privacy Release, per month		\$0.01	NA	NA	NA	NA	\$0.0030	\$0.0041	\$0.0116	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA

BELLSOUTH/WINSTAR RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Exhibit C
Rates Page 25

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Multi Appearance Directory Number Calls, per month		\$0.10	NA	NA	NA	NA	\$0.1115	\$0.13	\$0.1048	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Make Set Busy, per month		\$0.01	NA	NA	NA	NA	\$0.0013	\$0.0020	\$0.0101	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Teen Service (Res. Dist. Alerting Service), per month		\$0.15	NA	NA	NA	NA	\$0.1071	\$0.26	\$0.2149	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Code Restriction and Diversion, per month		\$0.04	NA	NA	NA	NA	\$0.0464	\$0.09	\$0.0708	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Park, per month		\$0.04	NA	NA	NA	NA	\$0.0443	\$0.09	\$0.0694	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Automatic Line, per month		\$0.09	NA	NA	NA	NA	\$0.1111	\$0.14	\$0.1179	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
2-WIRE ISDN BRI FEATURES										
Shared Primary Number-First Appr On Each Add'l Terminal	DS1FJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Secondary Only Dn (Shared/Non-Shared) First Appearance	LLDSF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Secondary Only Dn-First Appr On Each Add'l Term	DS1F1	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Non-ISDN DN	DOE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Privacy Release	DS1FU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Exclusion	DS1FM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable-Voice Or Voice/Data	LLNCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable - Data	LLOCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable - Feature Button - Voice	GJXCF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable - Feature Button - Data	LLPCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line - Voice Or Voice/Data	LLQCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line - Data	LLPCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Frwdng Busy Line-Prgrmmbl-Voice Or Voice/Data	M6AVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line - Programmable - Data	M6ADF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer - Voice Or Voice/Data	LLSCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer - Data	LLUCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer-Prgrmmble Voice Or Voice/Data	M6BVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer - Programmable - Data	M6BDF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Frwdng Multiple Simultaneous - Voice Or Voice/Data	M6CV5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Multiple Simultaneous - Data	M6CD5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Conference, Drop, Hold And Transfer	DS1FN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Six-Way Conference, Drop, Hold And Transfer	LLY6P	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multi-Line Hunt Group - Voice Or Voice/Data	HTG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multi-Line Hunt Group - Data	HTGSD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Speed Calling	LLZSU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Visual Message Waiting Indicator	LLAVP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Audible Message Waiting Indicator	MWW	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Call Appearance, PDN Or DN	DS1FG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Tracing	NST	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return	NSS	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Preferred Call Forwarding	NCE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Block	NSY	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing	NSQ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Agencies/Law Enforcement	NOB	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

BELLSOUTH/WINSTAR RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Exhibit C
Rates - Page 26

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Per Line Blocking For Non-Pub Customers	NOBNN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For General Public	NOBPC	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub, And Non-Listed Customer	NOBPP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return Denial Of, Per Activation	BCR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing, Denial Of, Per Activation	BRD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Automatic Line/Direct Connect	M6GN9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy	M6MPD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Selective Call Acceptance	M6K16	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Park/Call Retrieve	M6HP6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Transfer System Exception	M6QTD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy - Intragroup	M6MGD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Customized Code Restrictions	CREX+	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listings	CLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listing No Rate	FLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Cross Reference Listing	LLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-Pub Listing No Rate	NP3	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing	NLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing No Rate	NLE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Alternate Call Listing	FNA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Service Order Charge	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Selective Class Of Call Screening	SRG++	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
ISDN Message Waiting Indication-Lamp, per month		\$0.01	NA	NA	NA	NA	\$0.0105	\$0.0107	\$0.0138	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
ISDN Feature Function Buttons		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC		\$1.03	NA	NA	NA	JA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Subsequent Ordering Charge - (per order, per line)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic - 1st		\$2.88	NA	NA	NA	NA	\$2.84	\$5.42	\$1.36	NA
NRC - Electronic - Add'l		\$0.96	NA	NA	NA	NA	\$0.95	\$0.95	\$0.71	NA
NRC - Manual - 1st		\$4.80	NA	NA	NA	NA	\$4.73	\$1.89	\$7.35	NA
NRC - Manual - Add'l		\$0.96	NA	NA	NA	NA	\$0.95	NA	\$0.95	NA
NRC - Disconnect		\$2.88	NA	NA	NA	NA	\$2.84	NA	NA	NA
End Office Switching (Port Usage)										
End Office Switching Function, per mou	N/A	\$0.0018	\$0.0175	\$0.0016333	\$0.002562	\$0.0021	\$0.0023771	\$0.0017000	\$0.0019295	\$0.0019
End Office Switching Function, add'l mou (5)	N/A	NA	\$0.005	NA	NA	NA	NA	NA	NA	NA
End Office Interoffice Trunk Port--Shared, per mou	N/A	\$0.0002	NA	\$0.0001564	NA	\$0.0002	\$0.0001927	NA	\$0.0002581	NA
Tandem Switching (Port Usage) (Local or Access Tandem)										
Tandem Switching Function per mou	N/A	\$0.00063	\$0.00029	\$0.0006757	\$0.001096	\$0.0008	\$0.0007834	\$0.0009	\$0.0006843	\$0.000676
Tandem Interoffice Trunk Port - Shared per mou			NA	\$0.0002126	NA	\$0.0003	\$0.0002834	NA	\$0.0004034	NA
NOTES:										
1	Port rate includes all available features.									
2	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.									
3	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.									

BELLSOUTHWINSTAR RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	4 This rate element is for those states which have a specific rate for User Profile per B Channel.										
	5 This rate element is for use in those states with a different rate for additional minutes of use.										

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

Exhibit C
Rates - Page 28

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
INTEROFFICE TRANSPORT										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00001	\$0.0000121	\$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672	\$0.00036
Interoffice Channel - Dedicated Transport										
Interoffice Channel - Dedicated Transport - 2-Wire VG - per mile	1L5XX	\$0.03390	NA	\$0.0222	\$0.03	\$0.0384	\$0.0323	\$0.0282	\$0.0373	\$0.0173
Interoffice Channel - Dedicated Transport - 2-Wire VG - facility termination per month	U1TV2	\$18.49	NA	\$17.07	\$27.66	\$19.10	\$21.33	\$18.00	\$21.42	\$18.33
NRC - 1st	U1TV2	\$144.27	NA	\$79.61	\$142.31	\$104.23	\$144.77	\$137.48	\$136.44	\$83.35
NRC - Add'l	U1TV2	\$54.15	NA	\$36.08	\$56.21	\$39.91	\$56.06	\$52.58	\$51.37	\$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$38.07	\$39.63	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.54	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$38.07	\$39.63	\$31.63
Interoffice Channel - Dedicated Transport - DS0 - 56/64 KBPS										
Interoffice Channel - Dedicated Transport - DS0 - per mile per month	1L5XX	\$0.0339	\$0.0252	\$0.0222	\$0.03	\$0.0384	\$0.0323	\$0.0282	\$0.0373	\$0.17
Interoffice Channel - Dedicated Transport - DS0 - facility termination per month	U1TD6	\$17.81	\$21.33	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74
NRC - 1st	U1TD6	\$144.27	\$137.15	\$79.61	\$142.31	\$104.23	\$144.77	\$137.48	\$136.44	\$83.35
NRC - Add'l	U1TD6	\$54.15	\$64.45	\$36.08	\$56.21	\$39.91	\$56.06	\$52.58	\$51.37	\$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$38.07	\$39.63	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$38.07	\$39.63	\$31.63
Interoffice Channel - Dedicated Transport - DS1										
Interoffice Channel - Dedicated Transport - DS1 - per mile per month	1L5XX	\$0.69	\$0.6013	\$0.4523	\$0.45	\$0.7831	\$0.6598	\$0.5753	\$0.7598	\$0.3525
Interoffice Channel - Dedicated Transport - DS1 - facility termination per month	U1TF1	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83
NRC - 1st	U1TF1	\$223.59	\$45.91	\$147.07	\$298.18	\$160.49	\$222.81	\$217.17	\$216.27	\$166.53
NRC - Add'l	U1TF1	\$168.60	\$44.18	\$111.75	\$231.23	\$123.03	\$168.92	\$163.75	\$162.70	\$124.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	\$36.83	\$38.07	\$39.63	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	\$36.86	\$38.07	\$39.63	\$31.63
Interoffice Channel - Dedicated Transport - DS3										
Interoffice Channel - Dedicated Transport - DS3 - per mile per month	1L5XX	\$11.93	\$10.25	\$7.07	\$12.06	\$16.15	\$15.02	\$12.98	\$19.14	\$6.88
Interoffice Channel - Dedicated Transport - DS3 - facility termination per month	U1TF3	\$736.60	\$994.83	\$743.41	\$1,112.02	\$1,310.9	\$744.38	\$720.38	\$904.49	\$840.61
NRC - 1st	U1TF3	\$877.36	\$884.71	\$878.95	\$858.75	\$883.62	\$812.30	\$794.94	\$856.96	\$877.70
NRC - Add'l	U1TF3	\$540.46	\$552.81	\$542.61	\$524.95	\$545.50	\$596.55	\$579.56	\$522.20	\$540.32
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$101.69	NA	\$98.49	\$94.57	\$99.02	\$92.05	\$91.26	\$99.09	\$102.75
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$101.69	NA	\$98.49	\$94.57	\$101.69	\$92.05	\$91.26	\$99.09	\$102.75
Interoffice Channel - Dedicated Transport - STS-1										
Interoffice Channel - Dedicated Transport - STS-1 - per mile per month	1L5XX	\$11.93	\$10.25	\$7.07	\$12.06	\$16.15	\$13.48	\$11.62	\$19.14	\$6.88
Interoffice Channel - Dedicated Transport - STS-1 - facility termination per month	U1TFS	\$733.93	\$966.49	\$733.72	\$1,088.67	\$1,114.68	\$692.52	\$814.72	\$944.40	\$838.65
NRC - 1st	U1TFS	\$858.02	\$868.23	\$856.62	\$858.75	\$861.17	\$858.15	\$857.29	\$861.20	\$858.26
NRC - Add'l	U1TFS	\$524.50	\$530.74	\$523.64	\$524.94	\$526.42	\$524.58	\$524.05	\$526.44	\$525.25
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$94.49	\$95.61	\$94.34	\$94.57	\$94.84	\$94.50	\$94.41	\$94.84	\$94.63
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$94.49	\$95.61	\$94.34	\$94.57	\$94.84	\$94.50	\$94.41	\$94.84	\$94.63
Local Channel - Dedicated Transport										
Local Channel - Dedicated Transport - 2-Wire VG										
Monthly Recurring	ULDV2	\$14.61	\$18.02	\$13.91	\$22.26	\$14.94	\$17.83	\$14.82	\$16.83	\$19.02
NRC - 1st	ULDV2	\$572.46	\$477.33	\$382.95	\$597.14	\$401.17	\$565.31	\$553.80	\$554.00	\$254.14
NRC - Add'l	ULDV2	\$92.07	\$124.32	\$62.40	\$110.52	\$66.35	\$93.30	\$86.69	\$88.58	\$28.96
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$45.12	NA	\$18.94	\$41.46	\$29.54	\$41.57	\$42.17	\$43.75	\$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$18.73	NA	\$8.42	NA	\$19.46	\$27.39	\$12.76	\$13.55	\$23.84
Local Channel - Dedicated Transport - 4-Wire VG										
Monthly Recurring	ULDD6	\$15.77	\$19.01	\$14.99	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05	\$20.14
NRC - 1st	ULDD6	\$581.14	\$77.33	\$368.44	\$585.15	\$407.11	\$573.83	\$562.23	\$562.46	\$257.05
NRC - Add'l	ULDD6	\$95.21	\$124.32	\$64.05	\$98.53	\$68.61	\$96.40	\$92.67	\$91.57	\$30.34
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$45.12	NA	\$18.94	\$98.53	\$29.54	\$41.57	\$42.17	\$43.64	\$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$18.73	NA	\$8.42	\$11.99	\$19.46	\$27.39	\$12.76	\$13.55	\$23.84
Local Channel - Dedicated Transport - DS1										
Monthly Recurring	TMECS	\$35.52	\$44.35	\$38.36	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27
NRC - 1st	TMECS	\$549.85	\$246.50	\$356.15	\$538.95	\$396.86	\$588.53	\$534.48	\$534.81	\$343.71

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Add'l	TMECS	\$475.02	\$230.49	\$312.89	\$464.94	\$342.92	\$501.32	\$462.69	\$462.81	\$277.86
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$91.22	NA	\$44.22	\$87.71	\$61.82	\$81.30	\$42.17	\$87.99	\$23.51
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA	NA	NA	NA	NA	NA	\$12.76	\$3.11	\$21.75
Local Channel - Dedicated Transport - DS3										
DS3 - per mile per month	1L5NC	\$34.21	\$30.65	\$23.06	\$34.00	\$30.34	NA	NA	\$44.13	\$23.76
DS3 - Facility Termination per month	ULDF3	\$536.23	\$598.84	\$531.90	\$635.09	\$669.01	NA	\$498.87	\$582.93	\$607.28
NRC - 1st	ULDF3	\$877.36	\$884.71	\$878.95	\$858.75	\$883.62	\$858.15	\$562.25	\$856.96	\$877.70
NRC - Add'l	ULDF3	\$540.46	\$552.81	\$542.61	\$524.95	\$545.50	\$524.58	\$527.88	\$522.20	\$540.32
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$101.69	NA	\$98.49	NA	\$99.02	NA	\$56.25	NA	\$102.75
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$101.69	NA	\$98.49	NA	\$99.02	NA	\$56.25	NA	\$102.75
Local Channel - Dedicated Transport - STS-1										
STS-1 - per mile per month	1L5NC	\$24.82	\$27.61	\$19.93	\$30.04	\$29.89	\$38.98	\$24.39	\$29.97	\$25.11
STS-1 - Facility Termination per month	ULDFS	\$502.62	\$681.61	\$516.91	\$610.64	\$693.02	\$531.39	\$555.92	\$556.66	\$615.65
NRC - 1st	ULDFS	\$1,084.17	\$1,097.06	\$1,082.37	\$1,085.09	\$1,088.15	\$1,084.33	\$1,083.24	\$1,088.19	\$1,085.73
NRC - Add'l	ULDFS	\$682.02	\$690.14	\$680.91	\$682.61	\$684.53	\$682.13	\$681.44	\$684.56	\$683.01
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$96.08	\$97.23	\$95.93	\$96.17	\$96.44	\$96.10	\$96.00	\$96.44	\$96.22
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$96.08	\$97.23	\$95.93	\$96.17	\$96.44	\$96.10	\$96.00	\$96.44	\$96.22
CHANNELIZATION										
DS3 Channelization (DS3 to DS1)										
per Channelized System per month	MQ3	\$210.87	\$213.22	\$173.51	\$236.32	\$245.84	\$229.30	\$226.81	\$204.07	\$225.59
NRC - 1st	MQ3	\$355.25	\$280.12	\$284.43	\$425.41	\$259.76	\$356.80	\$351.95	\$423.77	\$265.08
NRC - Add'l	MQ3	\$245.86	\$196.07	\$199.98	\$303.33	\$182.64	\$247.40	\$243.76	\$295.21	\$185.94
NRC - 1st - Disconnect	MQ3	\$78.43	\$64.06	\$66.76	NA	\$60.96	\$79.94	NA	NA	\$61.09
NRC - Add'l - Disconnect	MQ3	\$63.70	\$52.60	\$55.25	NA	\$50.46	\$65.20	\$63.32	NA	\$50.31
NRC - Channel System - Incremental Cost - Manual Svc. Order - 1st	SOMAC	\$28.44	NA	\$21.61	\$41.47	\$19.74	\$26.95	\$28.13	\$43.41	\$21.71
NRC - Channel System - Incremental Cost - Manual Svc. Order - Add'l	SOMAC	\$13.47	NA	\$9.61	NA	\$8.77	\$11.98	\$13.33	\$15.36	\$10.46
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - 1st	SOMAC	\$18.46	NA	\$13.61	NA	\$12.43	\$16.97	\$18.26	NA	\$14.21
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - Add'l	SOMAC	\$1.50	NA	NA	NA	NA	NA	\$1.48	NA	\$1.46
per Interface per month	1PQE1	\$4.53	\$6.31	\$7.13	\$8.52	\$7.55	\$5.58	\$4.61	\$9.69	\$3.91
NRC - 1st	1PQE1	\$15.85	\$13.39	\$13.45	\$15.86	\$12.29	\$15.85	\$15.76	\$15.54	\$12.61
NRC - Add'l	1PQE1	\$11.35	\$9.59	\$9.63	\$11.36	\$8.80	\$11.35	\$11.28	\$11.13	\$9.03
DS1 Channelization (DS1 to DS0)										
per Channelized System per month	MQ1	\$139.58	\$163.88	\$137.97	\$200.01	\$209.87	\$146.87	\$177.72	\$179.81	\$165.21
NRC - 1st	MQ1	\$269.98	\$208.64	\$212.01	\$302.82	\$193.63	\$271.52	\$267.19	\$304.00	\$197.21
NRC - Add'l	MQ1	\$163.04	\$126.61	\$129.60	\$184.20	\$118.37	\$164.56	\$161.43	\$178.92	\$119.99
NRC - 1st - Disconnect	MQ1	\$34.88	\$26.42	\$28.95	NA	\$26.44	\$36.38	\$34.55	NA	\$25.66
NRC - Add'l - Disconnect	MQ1	\$21.32	\$15.95	\$18.43	NA	\$16.83	\$22.82	\$21.14	NA	\$15.81
NRC - Channel System - Incremental Cost - Manual Svc. Order - 1st	SOMAC	\$28.44	NA	\$21.61	\$41.47	\$19.74	\$26.95	\$28.13	\$43.41	\$21.71
NRC - Channel System - Incremental Cost - Manual Svc. Order - Add'l	SOMAC	\$13.47	NA	\$9.61	\$11.99	\$8.77	\$11.98	\$13.33	\$15.36	\$10.46
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - 1st	SOMAC	\$18.46	NA	\$13.61	NA	\$12.43	\$16.97	\$18.26	NA	\$14.21
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - Add'l	SOMAC	\$1.50	NA	NA	NA	NA	NA	\$1.48	NA	\$1.46
DS1 Channelization Interfaces										
per OCU-DP(data) card per month(2.4-64kbps)	1D1DD	\$2.61	\$3.13	\$2.65	\$2.94	\$3.12	\$2.86	\$2.88	\$3.36	\$2.46
NRC - 1st	1D1DD	\$15.85	\$13.39	\$13.45	\$15.86	\$12.29	\$15.85	\$15.76	\$15.54	\$12.61
NRC - Add'l	1D1DD	\$11.35	\$9.59	\$9.63	\$11.36	\$8.80	\$11.35	\$11.28	\$11.13	\$9.03
per VG card per month	1D1VG	\$1.26	\$1.78	\$1.48	\$1.40	\$1.62	\$1.45	\$1.64	\$1.93	\$1.25
NRC - 1st	1D1VG	\$15.85	\$13.39	\$13.45	\$15.86	\$12.29	\$15.85	\$15.76	\$15.54	\$12.61
NRC - Add'l	1D1VG	\$11.35	\$9.59	\$9.63	\$11.36	\$8.80	\$11.35	\$11.28	\$11.13	\$9.03
DARK FIBER										
Per four fiber strands, per route mile or fraction thereof, per month	1L5DF	\$59.84	\$55.35	\$44.22	\$64.64	\$65.29	\$70.35	\$49.88	\$72.45	\$52.67
NRC - Per each four-fiber dark fiber arrangement - 1st	1L5DF	\$2,518.66	\$1,715.61	\$1,355.29	\$2,304.00	\$1,685.19	\$2,389.99	\$2,277.00	\$2,406.00	\$1,672.44
NRC - Per each four-fiber dark fiber arrangement - Add'l	1L5DF	\$835.08	\$622.68	\$273.69	\$740.93	\$580.11	\$804.32	\$733.08	\$765.30	\$509.09

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
UNBUNDLED LOOP COMBINATIONS										
Unbundled Loop/Port Combinations (Notes 4 & 5)										
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX	This USOC to be used for Unbundled Loop when ordering Loop/Port Combination								
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	This USOC to be used for Local Number Portability when ordering Loop/Port Combinations								
Zone 1 / Top 9 MSAs in BellSouth Region										
Currently Combined										
Customers with less than 4 DS0 Equivalent										
2-Wire Voice Grade Loop with 2-Wire Line Port										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	\$16.55	NA	\$12.59	NA	\$16.60	\$16.71	NA	\$20.71	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	\$25.51	NA	\$14.26	NA	\$26.69	\$21.45	NA	\$29.35	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	\$44.44	NA	\$21.62	NA	\$51.85	\$29.75	NA	\$37.68	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	\$38.59	NA	NA	NA
RC - 2-Wire Voice Grade Loop - Zone 1	UEPLX	\$19.04	\$17.00	\$10.80	\$20.00	\$14.05	\$14.59	\$14.27	\$17.02	\$18.00
RC - 2-Wire Voice Grade Loop - Zone 2	UEPLX	NA	NA	\$12.47	NA	\$24.14	\$19.33	NA	\$25.66	NA
RC - 2-Wire Voice Grade Loop - Zone 3	UEPLX	NA	NA	\$19.83	NA	\$49.30	\$27.63	NA	\$33.99	NA
RC - 2-Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	\$36.47	NA	NA	NA
RC - Exchange Port - 2-Wire Line Port	TBD	\$2.07	\$2.00	\$1.79	\$2.61	\$2.20	\$2.11	\$2.19	\$2.35	\$1.90
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change	USACC	\$10.00	\$10.00	\$2.01	\$10.00	\$10.00	\$10.00	\$2.77	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, with change	USACC	\$10.00	\$10.00	\$0.3108000	\$10.00	\$10.00	\$10.00	\$0.40	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change	USAC2	\$10.00	\$10.00	\$2.01	\$10.00	\$10.00	\$10.00	\$2.77	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change	USAC2	\$10.00	\$10.00	\$0.3108000	\$10.00	\$10.00	\$10.00	\$0.40	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEK	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	NA	NA	\$33.67	NA	NA	NA	\$40.18	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	NA	NA	\$7.88	NA	NA	NA	\$9.45	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic	SOMAN	\$19.99	\$19.99	NA	\$19.99	\$19.99	\$19.99	NA	\$19.99	\$19.99
NRC - 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA	NA	NA	NA	NA	NA	\$1.42	NA	NA
NRC - 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$10.27	NA	NA
2-Wire Voice Grade Loop with 2-Wire DID Trunk Port										
RC - 2 Wire Voice Grade Loop with 2-Wire Line Port	TBD	NA	NA	NA	NA	NA	NA	\$23.79	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - 1st	TBD	NA	NA	NA	NA	NA	NA	\$13.26	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$8.39	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost- Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$53.89	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost- Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$11.34	NA	NA
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
RC - 2-Wire ISDN Digital Grade Loop	USL2X	\$19.08	\$19.08	\$19.08	\$19.08	\$19.08	\$19.08	\$19.08	\$19.08	\$18.32
RC - Exchange Port - 2-Wire ISDN Line Side Port	UEPPB	\$24.37	\$24.37	\$24.37	\$24.37	\$24.37	\$24.37	\$24.37	\$24.37	\$15.72

BELLSOUTH/WINSTAR RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES
 LOOP/PORT COMBINATIONS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port	TBD	NA	NA	NA	NA	NA	NA	\$43.45	NA	NA
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	\$286.15	\$286.15	\$286.15	\$286.15	\$286.15	\$286.15	\$286.15	\$286.15	\$212.88
4-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
RC - 4-Wire ISDN Digital Grade Loop	USL4P	\$62.71	\$62.71	\$62.71	\$62.71	\$62.71	\$62.71	\$62.71	\$62.71	\$61.74
RC - Exchange Port - 4-Wire ISDN Digital Trunk Port	UEPPP	\$179.01	\$179.01	\$179.01	\$179.01	\$179.01	\$179.01	\$179.01	\$179.01	\$73.62
NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - 1st conversion	USACP	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$328.53
NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - Add'l conversion	USACP	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$328.53
Combination - Subsequent Channel Activity - Per Channel	USASP	\$36.92	\$36.92	\$36.92	\$36.92	\$36.92	\$36.92	\$36.92	\$36.92	\$28.39
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	\$1.17	\$1.17	\$1.17	\$1.17	\$1.17	\$1.17	\$1.17	\$1.17	\$0.94
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Outward Telephone numbers	PR7TP	\$28.17	\$28.17	\$28.17	\$28.17	\$28.17	\$28.17	\$28.17	\$28.17	\$22.36
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	\$56.33	\$56.33	\$56.33	\$56.33	\$56.33	\$56.33	\$56.33	\$56.33	\$44.71
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Service Order Per Order	USASP	\$255.25	\$255.25	\$255.25	\$255.25	\$255.25	\$255.25	\$255.25	\$255.25	\$189.76
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port										
RC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port	TBD	NA	NA	NA	NA	NA	NA	\$241.72	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - 1st	TBD	NA	NA	NA	NA	NA	NA	\$481.51	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$481.51	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	TBD	NA	NA	NA	NA	NA	NA	\$36.92	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2way Telephone Numbers	TBD	NA	NA	NA	NA	NA	NA	\$1.17	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Outward Telephone Numbers	TBD	NA	NA	NA	NA	NA	NA	\$28.17	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward Telephone Numbers	TBD	NA	NA	NA	NA	NA	NA	\$56.33	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	NA	NA	NA	NA	NA	NA	\$255.25	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port										
RC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port	TBD	NA	NA	NA	NA	NA	NA	\$186.23	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st	TBD	NA	NA	NA	NA	NA	NA	\$490.38	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$490.38	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Subsequent Channel Activation - Per Channel	TBD	NA	NA	NA	NA	NA	NA	\$146.91	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers	TBD	NA	NA	NA	NA	NA	NA	\$120.96	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes	TBD	NA	NA	NA	NA	NA	NA	\$29.65	NA	NA

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

Exhibit C
Rates Page J2

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	NA	NA	NA	NA	NA	NA	\$127.63	NA	NA
Customers with 4 or more DS0 Equivalent										
2-Wire Voice Grade Loop with 2-Wire Line Port	TBD	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
All Other Loop/Port Combinations	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Not Currently Combined										
Customers with less than 4 DS0 Equivalent										
2-Wire Voice Grade Loop with 2-Wire Line Port										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop	UEPLX	\$19.04	\$17.00	\$12.55	\$20.00	\$19.35	\$21.26	\$14.27	\$22.49	\$18.00
RC - Exchange Port - 2-Wire Line Port	TBD	\$14.00	\$14.00	\$1.79	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change	USACC	Note 3	Note 3	\$2.01	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, with change	USACC	Note 3	Note 3	\$0.3108000	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change	USAC2	Note 3	Note 3	\$2.01	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change	USAC2	Note 3	Note 3	\$0.3108000	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	TBD	Note 3	Note 3	\$33.67	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	TBD	Note 3	Note 3	\$7.88	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
RC - 2-Wire ISDN Digital Loop	USL2X	\$19.08	\$19.08	\$19.08	\$19.08	\$19.08	\$19.08	\$19.08	\$19.08	\$18.32
RC - Exchange Port - 2-Wire ISDN Line Side Port	UEPPB	\$24.37	\$24.37	\$24.37	\$24.37	\$24.37	\$24.37	\$24.37	\$24.37	\$15.72
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$174.35	\$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	\$286.15	\$286.15	\$286.15	\$286.15	\$286.15	\$286.15	\$286.15	\$286.15	\$212.88
4-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
RC - 4-Wire ISDN Digital Grade Loop	USL4P	\$62.71	\$62.71	\$62.71	\$62.71	\$62.71	\$62.71	\$62.71	\$62.71	\$61.74
RC - Exchange Port - 4-Wire ISDN Digital Trunk Port	UEPPP	\$179.01	\$179.01	\$179.01	\$179.01	\$179.01	\$179.01	\$179.01	\$179.01	\$73.62
NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - 1st conversion	USACP	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$328.53
NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - Add'l conversion	USACP	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$481.51	\$328.53
Combination - Subsequent Channel Activity - Per Channel	USASP	\$36.92	\$36.92	\$36.92	\$36.92	\$36.92	\$36.92	\$36.92	\$36.92	\$28.39
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	\$1.17	\$1.17	\$1.17	\$1.17	\$1.17	\$1.17	\$1.17	\$1.17	\$0.94
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Outward Telephone numbers	PR7TP	\$28.17	\$28.17	\$28.17	\$28.17	\$28.17	\$28.17	\$28.17	\$28.17	\$22.36
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	\$56.33	\$56.33	\$56.33	\$56.33	\$56.33	\$56.33	\$56.33	\$56.33	\$44.71
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Service Order Per Order	USASP	\$255.25	\$255.25	\$255.25	\$255.25	\$255.25	\$255.25	\$255.25	\$255.25	\$189.76

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
All Other Loop/Port Combinations	TBD	TBN	TBN	Note 2	TBN	TBN	TBN	TBN	TBN	TBN
Customers with 4 or more DS0 Equivalent										
2-Wire Voice Grade Loop with 2-Wire Line Port	TBD	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
All Other Loop/Port Combinations	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
All other MSAs in BellSouth Region Currently Combined										
2-Wire Voice Grade Loop with 2-Wire Line Port										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop	UEPLX	\$19.04	\$17.00	\$12.55	\$20.00	\$19.35	\$21.26	\$14.27	\$22.49	\$18.00
RC - Exchange Port - 2-Wire Line Port	TBD	\$2.07	\$2.00	\$1.79	\$2.61	\$2.20	\$2.11	\$2.19	\$2.35	\$1.90
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change	USACC	\$10.00	\$10.00	\$2.01	\$10.00	\$10.00	\$10.00	\$2.77	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, with change	USACC	\$10.00	\$10.00	\$0.3108000	\$10.00	\$10.00	\$10.00	\$0.40	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change	USAC2	\$10.00	\$10.00	\$2.01	\$10.00	\$10.00	\$10.00	\$2.77	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change	USAC2	\$10.00	\$10.00	\$0.3108000	\$10.00	\$10.00	\$10.00	\$0.40	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEK	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	TBD	NA	NA	\$33.67	NA	NA	NA	\$40.18	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	TBD	NA	NA	\$7.88	NA	NA	NA	\$9.45	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic	SOMAN	\$19.99	\$19.99	NA	\$19.99	\$19.99	\$19.99	NA	\$19.99	\$19.99
All Other Loop/Port Combinations	TBD	TBN	TBN	Note 2	TBN	TBN	TBN	TBN	TBN	TBN
Not Currently Combined										
2-Wire Voice Grade Loop with 2-Wire Line Port										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop	UEPLX	\$19.04	\$17.00	\$12.55	\$20.00	\$19.35	\$21.26	\$14.27	\$22.49	\$18.00
RC - Exchange Port - 2-Wire Line Port	TBD	\$14.00	\$14.00	\$1.79	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change - Res	UEPRL	\$90.00	\$90.00	\$59.70	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, w/change - Res	UEPRL	\$41.50	\$41.50	\$59.70	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change - Bus	UEPBL	\$90.00	\$90.00	\$59.70	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, w/change - Bus	UEPBL	\$41.50	\$41.50	\$59.70	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change - Res	UEPRL	\$90.00	\$90.00	\$59.70	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change - Res	UEPRL	\$41.50	\$41.50	\$59.70	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50

BELLSOUTH/WINSTAR RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES
 LOOP/PORT COMBINATIONS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change - Bus	UEPBL	\$90.00	\$90.00	\$59.70	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change - Bus	UEPBL	\$41.50	\$41.50	\$59.70	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	TBD	Note 3	Note 3	\$33.67	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	TBD	Note 3	Note 3	\$7.88	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
All Other Loop/Port Combinations	TBD	TBN	TBN	Note 2	TBN	TBN	TBN	TBN	TBN	TBN
RATES BY STATE										
Currently Combined										
2-Wire Analog Line Port (Res., Bus.), per month	TBD	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
2-Wire Analog Loop, per month	UEPLX	\$19.04	\$17.00	NA	\$20.00	\$19.35	\$21.26	NA	\$22.49	\$18.00
NRC	TBD	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEK	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Incremental Manual Service Order	SOMAN	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC - Incremental Manual Service Order Disconnect	TBD	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Not Currently Combined										
2-Wire Analog Line Port (Res., Bus.), per month	TBD	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
2-Wire Analog Loop, per month	UEPLX	\$19.04	\$17.00	NA	\$20.00	\$19.35	\$21.26	NA	\$22.49	\$18.00
NRC	TBD	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEK	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Incremental Manual Service Order	SOMAN	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC - Incremental Manual Service Order Disconnect	TBD	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
NOTES:										
1	In the absence of ordered rates by a State Commission, the rates for Currently Combined combinations of loop and port network elements will be the sum of the stand alone recurring rates of the UNEs which make up the combinations.									
2	For Georgia, on an interim basis, for those currently combined port/loop combinations defined by the Georgia Public Service Commission as not currently combined, the non-recurring and recurring rates for such UNE combinations shall be the sum of the stand									
3	Where BellSouth is not required to provide combinations of loop/port network elements, the rates for the 2-wire voice grade loop with 2-wire line port combination will be as follows: the recurring charges will be the sum of the stand-alone UNE loop rates									
4	Usage and Common Transport rates associated with the stand-alone UNE port elements will apply to all combinations of loop/port network elements.									

BELLSOUTH/WINSTAR RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES
 LOOP/PORT COMBINATIONS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
5 The Extended Area Calling Plans set forth in the stand-alone UNE Port rates section will apply to combinations of the loop/port network elements.										
Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available. Until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to CLEC-1's interconnection agreement.										
6										

BELLSOUTHWINSTAR RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES
 ENHANCED EXTENDED LINKS

Exhibit C
 Rates - Page 36

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Unbundled Loop / Transport Combinations										
Enhanced Extended Link (EEL)										
DEDICATED TRANSPORT - ALREADY CARRIED										
Local Loop - 2-wire VG - per month										
Statewide	UEAL2	\$22.43	\$17.00	\$17.89	\$23.35	\$22.84	\$25.05	\$15.88	\$26.25	\$26.02
Zone 1 (Note 1)	TBD	NA	NA	\$15.40	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	\$17.78	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	\$28.26	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - 4-wire VG - per month										
Statewide	UEAL4	\$30.00	\$30.00	\$26.58	NA	\$31.52	\$30.55	\$27.49	\$35.86	\$18.00
Zone 1 (Note 1)	TBD	NA	NA	\$22.88	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	\$26.42	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	\$41.99	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - 56kbps - per month										
Statewide	UDL56	\$34.15	\$48.33	\$29.92	NA	\$35.58	\$34.95	\$32.67	\$41.70	\$42.23
Zone 1 (Note 1)	TBD	NA	NA	\$26.44	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	\$30.53	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	\$48.53	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - 64 kbps - per month										
Statewide	UDL64	\$34.15	\$48.33	\$29.22	NA	\$35.58	\$34.95	\$32.67	\$41.70	\$42.23
Zone 1 (Note 1)	TBD	NA	NA	\$26.44	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	\$30.53	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	\$48.53	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - DS1 - per month										
Statewide	USLXX	\$64.65	\$80.00	\$60.88	\$67.96	\$72.86	\$69.59	\$62.78	\$72.55	TBD
Zone 1 (Note 1)	TBD	NA	NA	\$52.40	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	\$60.51	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	\$96.18	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - DS3 - per Mile	1L5ND	\$43.96	\$40.01	\$29.96	\$43.69	\$38.98	\$54.39	\$32.53	\$56.71	\$30.53
Local Loop - DS3 - per Facility Termination	UE3PX	\$456.18	\$470.83	\$392.61	\$436.95	\$497.08	\$427.81	\$387.01	\$510.30	\$400.21
Local Loop - STS-1 - per Mile	1L5ND	\$43.96	\$40.01	\$29.96	\$43.69	\$38.98	\$54.39	\$32.53	\$56.71	\$30.53
Local Loop - STS-1 - per Facility Termination	UDLS1	\$456.18	\$470.83	\$392.61	\$436.95	\$497.08	\$427.81	\$387.01	\$510.30	\$400.21
Local Channel - Dedicated - 2-Wire VG per month	ULDV2	\$14.61	\$18.02	\$16.28	\$22.26	\$14.94	\$17.83	\$14.82	\$16.83	\$19.02
Local Channel - Dedicated - 4-Wire VG per month	ULDV4	\$15.77	\$19.01	\$17.18	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05	\$20.14
Local Channel - Dedicated - DS1 per month	TMECS	\$35.52	\$44.35	\$38.57	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27
Local Channel - Dedicated - DS3 - per mile per month	1L5NC	\$34.21	\$30.65	\$23.06	\$34.00	\$30.34	NA	NA	\$44.13	\$23.76
Local Channel - Dedicated - DS3 - Facility Termination per month	ULDF3	\$536.23	\$598.84	\$531.90	\$635.09	\$669.01	\$526.67	\$498.87	\$582.93	\$607.28
Local Channel - Dedicated - STS-1 - per mile per month	1L5NC	\$24.82	\$27.61	\$19.93	\$30.04	\$29.89	\$38.98	\$24.39	\$29.97	\$25.11

BELLSOUTH/WINSTAR RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES
 ENHANCED EXTENDED LINKS

Exhibit C
 Rates - Page 37

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - Dedicated - STS-1 - Facility Termination per month	ULDS1	\$502.62	\$681.61	\$516.91	\$610.64	\$693.02	\$531.39	\$555.92	\$556.66	\$615.65
Interoffice Channel - Dedicated - 2-Wire VG - per mile per month	1L5XX	\$0.03	NA	\$0.02	\$0.03	\$0.04	\$0.03	\$0.0282	\$0.04	\$0.02
Interoffice Channel - Dedicated - 2-Wire VG - Facility Termination per month	U1TV2	\$18.49	NA	\$17.07	\$27.66	\$19.10	\$21.33	\$18.00	\$21.42	\$18.33
Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	\$0.04	\$0.03	\$0.02	\$0.03	\$0.04	\$0.03	\$0.0282	\$0.04	\$0.17
Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month	U1TD5	\$17.81	21.33	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	20.71	\$17.74
Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	\$0.04	\$0.03	\$0.02	\$0.03	\$0.04	\$0.03	\$0.03	\$0.04	\$0.17
Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	U1TD6	\$17.81	21.33	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	20.71	\$17.74
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.69	\$0.60	\$0.31	\$0.45	\$0.78	\$0.66	\$0.57530	\$0.76	\$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$79.69	\$99.79	\$63.39	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	\$11.93	\$10.25	\$6.46	\$12.06	\$16.15	\$13.48	\$12.98	\$19.14	\$6.88
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	736.6	994.83	\$717.60	\$1,112.02	\$1,131.09	\$686.84	\$720.38	\$904.49	\$840.61
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	\$11.93	\$10.25	\$7.07	\$12.06	\$16.15	\$13.48	\$11.62	\$19.14	\$6.88
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	\$733.93	\$966.49	\$733.72	\$1,088.67	\$1,114.68	\$692.52	\$814.72	\$944.40	\$838.65
DS3 Channelized System per month	MQ3	\$210.87	\$213.22	\$202.91	\$236.32	\$245.84	\$229.30	\$226.81	\$204.07	\$225.59
DS3 Interface per month (DS1 COCI)	1PQE1	\$4.53	\$6.31	\$0.67	\$8.52	\$7.55	\$5.58	\$4.61	\$9.69	\$3.91
DS1 Channelized System per month	MQ1	\$139.58	\$163.88	\$137.97	\$200.01	\$209.87	\$146.87	\$177.72	\$179.81	\$165.21
OCU-DP(data) interface card per month (2.4-64kbs)	1D1DD	\$2.61	\$3.13	\$1.06	\$2.94	\$3.12	\$2.86	\$2.88	\$3.36	\$2.46
VG interface card per month (DS0)	1D1VG	\$1.26	\$1.78	\$2.20	\$1.40	\$1.62	\$1.45	\$1.64	\$1.93	\$1.25
NRC - All Existing UNE Combination "Switch As Is" Conversion Charge										
NRC - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$63.73	\$71.04	\$54.09	\$44.23	\$54.09	\$114.00	\$54.26	\$54.13
NRC - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$33.10	\$39.60	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
(NRC rates above, if not ordered, are subject to true-up.)										
2-wire VG Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
2-wire analog voice grade loop SL2 and DS1 ded interoffice transport with channelization										
Zone 1	TBD	\$196.90	TBD	\$99.22	NA	\$208.13	\$229.90	NA	\$264.80	NA
Zone 2	TBD	\$208.11	TBD	\$101.60	NA	\$220.80	\$235.88	NA	\$275.76	NA
Zone 3	TBD	\$231.79	TBD	\$112.08	NA	\$252.41	\$246.32	NA	\$286.31	NA
Zone 4		NA	NA	NA	NA	NA	\$257.43	NA	NA	NA
2-wire VG Loop per month, statewide	MQ3	\$22.43	\$17.00	NA	\$23.35	NA	NA	\$15.88	NA	\$26.02
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	NA	\$15.40	NA	\$17.65	\$18.35	NA	\$21.57	NA
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	NA	\$17.78	NA	\$30.32	\$24.33	NA	\$32.53	NA
2-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	NA	\$28.26	NA	\$61.93	\$34.77	NA	\$43.08	NA
2-wire VG Loop per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	\$45.88	NA	NA	NA
DS1 interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	\$0.69	\$0.60	\$0.31	\$0.45	\$0.78	\$0.66	\$0.5753	\$0.76	\$0.35
DS1 interoffice Channel - Dedicated Transport EEL - Facility Termination per month	U1TF1	\$79.69	\$99.79	\$63.39	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83
DS1 Channelization System per system per month	MQ1	\$139.58	\$163.88	\$137.97	\$200.01	\$209.87	\$146.87	\$177.72	\$179.81	\$165.21
DS1 Channelization Interface -VG per month	1PQE1	\$4.53	\$6.31	\$2.20	\$8.52	\$7.55	\$5.58	\$4.61	\$9.69	\$3.91
Per additional circuit in same DS1, Recurring - Zone 1	TBD	\$19.21	NA	\$17.60	NA	\$19.07	\$18.35	NA	\$23.33	NA
Per additional circuit in same DS1, Recurring - Zone 2	TBD	\$30.42	NA	\$19.98	NA	\$31.74	\$24.33	NA	\$34.29	NA
Per additional circuit in same DS1, Recurring - Zone 3	TBD	\$54.10	NA	\$30.46	NA	\$63.35	\$34.77	NA	\$44.84	NA
Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA	NA	\$45.88	NA	NA	NA
NRC - Switch As Is - EEL - 1st	UNCCC	\$14.37	\$16.86	\$12.97	\$16.86	\$12.70	\$15.41	\$16.86	\$28.87	\$16.86

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Exhibit C
Rates - Page 38

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Switch As Is - EEL - Add'l	UNCCC	\$13.33	\$15.48	\$11.27	\$15.48	\$11.10	\$13.33	\$15.48	\$28.35	\$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	\$56.43	\$51.31	\$45.46	\$51.31	\$42.70	\$55.41	\$51.31	\$56.54	\$51.31
NRC - Switch As Is - EEL - Manual vs. Elect - Add'l	SOMAC	\$19.15	\$17.56	\$15.72	\$17.56	\$14.77	\$19.16	\$17.56	\$19.02	\$17.56
INTERIM NRCs FOR NEW EEL SUBJECT TO TRUE-UP:										
NRC - 2-wire VG Loop - 1st	SOMAC	NA	\$195.00	\$157.33	NA	\$190.74	NA	\$57.99	NA	\$247.97
NRC - 2-wire VG Loop - Add'l	SOMAC	NA	\$97.00	\$120.74	NA	\$134.43	NA	\$42.37	NA	\$195.72
NRC - Interoffice Channel - DS1 - Facility Termination - 1st	SOMAC	NA	\$45.91	\$166.01	NA	\$186.69	NA	\$217.17	NA	\$195.68
NRC - Interoffice Channel - DS1 - Facility Termination - Add'l	SOMAC	NA	\$44.18	\$130.69	NA	\$149.23	NA	\$163.75	NA	\$156.47
NRC - DS1 Channelization System - 1st	SOMAC	NA	\$235.06	\$240.96	NA	\$220.07	NA	\$301.74	NA	\$222.87
NRC - DS1 Channelization System - Add'l	SOMAC	NA	\$142.56	\$148.03	NA	\$135.20	NA	\$182.57	NA	\$135.80
NRC - DS1 Channelization System - VG Interface - 1st	SOMAC	NA	\$13.39	\$13.45	NA	\$12.29	NA	\$15.76	NA	\$12.61
NRC - DS1 Channelization System - VG Interface - Add'l	SOMAC	NA	\$9.59	\$9.63	NA	\$8.80	NA	\$11.28	NA	\$9.03
4-wire VG Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
4-wire analog voice grade loop and DS1 ded interoffice transport with channelization										
Zone 1	TBD	\$204.34	NA	\$101.17	NA	\$216.32	\$235.35	NA	\$274.14	NA
Zone 2	TBD	\$129.33	NA	\$110.71	NA	\$233.81	\$242.64	NA	\$289.11	NA
Zone 3	TBD	\$251.00	NA	\$126.28	NA	\$277.43	\$255.37	NA	\$303.52	NA
Zone 4	TBD	NA	NA	NA	NA	NA	\$268.93	NA	NA	NA
4-wire VG Loop, per month, statewide	UEAL4	\$30.00	\$30.00	\$26.58	NA	NA	NA	\$27.49	NA	\$18.00
4-wire VG Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	\$22.88	NA	\$24.36	\$22.38	NA	\$29.47	NA
4-wire VG Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	\$26.42	NA	\$41.85	\$29.67	NA	\$44.44	NA
4-wire VG Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	\$41.99	NA	\$ 5.47	\$42.40	NA	\$58.85	NA
4-wire VG Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	\$55.96	NA	NA	NA
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1LSXX	\$0.69	\$0.60	\$0.31	\$0.45	\$0.78	\$0.66	\$0.5753	\$0.76	\$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per month	U1TF1	\$79.69	\$99.79	\$63.39	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83
DS1 Channelization System per system per month	MQ1	\$139.58	\$163.88	\$137.97	\$200.01	\$209.87	\$146.87	\$177.72	\$179.81	\$165.21
DS1 Channelization Interface - VG per month	1D1VG	\$1.26	\$1.78	\$2.20	\$1.40	\$1.62	\$1.45	\$1.64	\$1.93	\$1.25
Per additional circuit in same DS1, Recurring - Zone 1	TBD	26.65	NA	\$24.93	NA	\$27.26	\$22.38	NA	\$32.67	NA
Per additional circuit in same DS1, Recurring - Zone 2	TBD	41.64	NA	\$28.37	NA	\$44.75	\$29.67	NA	\$47.64	NA
Per additional circuit in same DS1, Recurring - Zone 3	TBD	54.1	NA	\$43.52	NA	\$88.37	\$42.40	NA	\$62.05	NA
Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA	NA	\$55.96	NA	NA	NA
NRC - Switch As Is - EEL - 1st	UNCCC	\$14.37	\$16.86	\$12.97	\$16.86	\$12.70	\$15.41	\$16.86	\$28.87	\$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	\$13.33	\$15.48	\$11.27	\$15.48	\$11.10	\$13.33	\$15.48	\$28.35	\$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	\$56.43	\$51.31	\$45.46	\$51.31	\$42.70	\$55.41	\$51.31	\$56.54	\$51.31
NRC - Switch As Is - EEL - Manual vs. Elect - Add'l	SOMAC	\$19.15	\$17.56	\$15.72	\$17.56	\$14.77	\$19.16	\$17.56	\$19.02	\$17.56
INTERIM NRCs FOR NEW EEL SUBJECT TO TRUE-UP:										
NRC 4-wire VG Loop - 1st	SOMAC	NA	\$141.00	\$260.11	NA	\$334.69	NA	\$288.47	NA	\$113.50
NRC 4-wire VG Loop - Add'l	SOMAC	NA	\$43.00	\$213.21	NA	\$243.53	NA	\$237.45	NA	\$86.00
NRC - DS1 - Interoffice Channel - Facility Termination - 1st	SOMAC	NA	\$45.91	\$166.01	NA	\$186.69	NA	\$217.17	NA	\$195.68
NRC - DS1 - Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	\$44.18	\$130.69	NA	\$149.23	NA	\$163.75	NA	\$156.47
NRC - DS1 Channelization System - 1st	SOMAC	NA	\$235.06	\$240.96	NA	NA	NA	\$301.74	NA	\$222.87
NRC - DS1 Channelization System - Add'l	SOMAC	NA	\$142.56	\$148.03	NA	NA	NA	\$182.57	NA	\$135.80
NRC - DS1 Channelization System - Interface VG - 1st	SOMAC	NA	\$13.39	\$13.45	NA	\$12.29	NA	\$15.76	NA	\$12.61

BELLSOUTHWINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Exhibit C
Rates - Page 39

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - DS1 Channelization System - Interface VG - Add'l	SOMAC	NA	\$9.59	\$9.63	NA	\$8.80	NA	\$11.28	NA	\$9.03
4-wire 56 kbps Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
DSO digital 56 or 64 kbps loop and DS1 ded interoffice transport with channelization										
Zone 1	TBD	\$207.66	NA	\$109.12	NA	\$219.46	\$238.58	NA	\$278.93	NA
Zone 2	TBD	\$224.73	NA	\$113.21	NA	\$239.20	\$246.91	NA	\$296.34	NA
Zone 3	TBD	\$280.78	NA	\$131.21	NA	\$288.44	\$261.48	NA	\$313.10	NA
Zone 4	TBD	NA	NA	NA	NA	NA	\$276.99	NA	NA	NA
4-wire 56 kbps Loop, per month, statewide	UNCD5	NA	NA	NA	NA	NA	NA	\$32.67	NA	\$42.23
4-wire 56 kbps Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	\$26.44	NA	\$27.50	\$25.61	NA	\$34.26	NA
4-wire 56 kbps Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	\$30.53	NA	\$47.24	\$33.94	NA	\$51.67	NA
4-wire 56 kbps Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	\$48.53	NA	\$96.48	\$48.51	NA	\$68.43	NA
4-wire 56 kbps Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	\$64.02	NA	NA	NA
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	\$0.69	\$0.60	\$0.31	\$0.45	\$0.78	\$0.66	\$0.5753	\$0.76	\$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per month	UNCB1	\$79.69	\$99.79	\$63.39	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83
DS1 Channelization System per system per month	UNCN1	\$139.58	\$163.88	\$137.97	\$200.01	\$209.87	\$146.87	\$177.72	\$179.81	\$165.21
DS1 Channelization Interface - OCU-DP per month	UNC1D	\$4.53	\$6.31	\$2.20	\$8.52	\$7.55	\$5.58	\$4.61	\$9.69	\$3.91
Per additional circuit in same DS1, Recurring - Zone 1	TBD	\$29.97	NA	\$28.42	NA	\$30.40	\$28.48	NA	\$37.46	NA
Per additional circuit in same DS1, Recurring - Zone 2	TBD	\$47.04	NA	\$32.41	NA	\$50.14	\$36.81	NA	\$54.87	NA
Per additional circuit in same DS1, Recurring - Zone 3	TBD	\$73.31	NA	\$49.94	NA	\$99.38	\$51.38	NA	\$71.63	NA
Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA	NA	\$66.89	NA	NA	NA
NRC - Switch As Is - EEL - 1st	UNCCC	\$14.37	\$16.86	\$12.97	\$16.86	\$12.70	\$15.41	\$16.86	\$28.87	\$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	\$13.33	\$15.48	\$11.27	\$15.48	\$11.10	\$13.33	\$15.48	\$28.35	\$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	\$56.43	\$51.31	\$45.46	\$51.31	\$42.70	\$55.41	\$51.31	\$56.54	\$51.31
NRC - Switch As Is - EEL - Manual vs. Elect - Add'l	SOMAC	\$19.15	\$17.56	\$15.72	\$17.56	\$ 1.77	\$19.16	\$17.56	\$19.02	\$17.56
INTERIM NRCs FOR NEW EEL SUBJECT TO TRUE-UP:			Orlando, Miami, Ft Laud FL			New Orleans LA		Greensboro Charlotte NC		Nashville TN
NRC - 4-wire 56 kbps Loop - 1st	SOMAC	NA	\$709.72	\$401.71	NA	\$483.59	NA	\$489.04	NA	\$698.42
NRC - 4-wire 56 kbps Loop - Add'l	SOMAC	NA	\$483.45	\$283.84	NA	\$315.57	NA	\$337.51	NA	NA
NRC - DS-1 Interoffice Channel - Facility Termination - 1st	SOMAC	NA	\$45.91	\$166.01	NA	\$186.69	NA	\$217.17	NA	\$195.68
NRC - DS-1 Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	\$44.18	\$130.69	NA	\$149.23	NA	\$163.75	NA	\$156.47
NRC - New - DS1 Channelization System										
NRC - DS1 Channelization System - 1st	SOMAC	NA	\$238.43	\$302.82	NA	\$297.96	NA	\$338.55	NA	\$222.87
NRC - DS1 Channelization System - Add'l	SOMAC	NA	\$145.55	\$184.20	NA	\$181.39	NA	\$200.06	NA	\$135.80
NRC - DS1 Channelization Interface OCU-DP card per month(2.4-64kbps) - 1st	SOMAC	NA	\$13.39	\$13.45	NA	\$12.29	NA	\$15.76	NA	\$12.61
NRC - DS1 Channelization Interface OCU-DP card per month(2.4-64kbps) - Add'l	SOMAC	NA	\$9.59	\$9.63	NA	\$8.80	NA	\$11.28	NA	\$9.03
4-wire 64 kbps Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
4-wire analog voice grade loop and DS1 ded interoffice transport with channelization										
Zone 1	TBD	\$204.34	NA	\$109.12	NA	\$219.46	\$238.58	NA	\$278.93	NA
Zone 2	TBD	\$219.33	NA	\$113.21	NA	\$239.20	\$246.91	NA	\$296.34	NA
Zone 3	TBD	\$251.00	NA	\$131.21	NA	\$288.44	\$261.48	NA	\$313.10	NA
Zone 4	TBD	NA	NA	NA	NA	NA	\$276.99	NA	NA	NA
4-wire 64 kbps Loop, per month, statewide	UDL64	NA	\$48.33	NA	NA	NA	NA	\$32.67	NA	\$42.23
4-wire 64 kbps Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	\$26.44	NA	\$27.50	\$25.61	NA	\$34.26	NA
4-wire 64 kbps Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	\$30.53	NA	\$47.24	\$33.94	NA	\$51.67	NA
4-wire 64 kbps Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	\$48.53	NA	\$96.48	\$48.51	NA	\$68.43	NA
4-wire 64 kbps Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	\$64.02	NA	NA	NA
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	\$0.69	\$0.60	\$0.31	\$0.45	\$0.78	\$0.66	\$0.5753	\$0.76	\$0.35

BELLSOUTHWINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Exhibit C
Rates - Page 40

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per month	U1TF1	\$79.69	\$99.79	\$63.39	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83
DS1 Channelization System per system per month	MQ1	\$139.58	\$163.88	\$137.97	\$200.01	\$209.87	\$146.87	\$177.72	\$179.81	\$165.21
DS1 Channelization Interface - OCU-DP per month	1D1DD	\$2.61	\$3.13	NA	\$2.94	\$3.12	\$2.86	\$2.88	\$3.36	\$2.46
Per additional circuit in same DS1, Recurring - Zone 1	TBD	\$29.97	NA	\$28.42	NA	\$30.40	\$28.48	NA	\$37.46	NA
Per additional circuit in same DS1, Recurring - Zone 2	TBD	\$47.04	NA	\$32.41	NA	\$50.14	\$36.81	NA	\$54.87	NA
Per additional circuit in same DS1, Recurring - Zone 3	TBD	\$73.31	NA	\$49.94	NA	\$99.38	\$51.38	NA	\$71.63	NA
Per additional circuit in same DS1, Recurring - Zone 4		NA	NA	NA	NA	NA	\$66.89	NA	NA	NA
NRC - Switch As Is - EEL - 1st	UNCCC	\$14.37	\$16.86	\$12.97	\$16.86	\$12.70	\$15.41	\$16.86	\$28.87	\$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	\$13.33	\$15.48	\$11.27	\$15.48	\$11.10	\$13.33	\$15.48	\$28.35	\$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	\$56.43	\$51.31	\$45.46	\$51.31	\$42.70	\$55.41	\$51.31	\$56.54	\$51.31
NRC - Switch As Is - EEL - Manual vs. Elect - Add'l	SOMAC	\$19.15	\$17.56	\$15.72	\$17.56	\$14.77	\$19.16	\$17.56	\$19.02	\$17.56
INTERIM NRCs FOR NEW EEL SUBJECT TO TRUE-UP:			Orlando, Miami, Ft Laud FL			New Orleans LA		Greensboro Charlotte NC		Nashville TN
NRC - 4-wire 64 kbps Loop - 1st	SOMAC	NA	\$709.72	\$401.71	NA	\$483.59	NA	\$489.04	NA	\$698.42
NRC - 4-wire 64 kbps Loop - Add'l	SOMAC	NA	\$483.45	\$283.84	NA	\$315.57	NA	\$337.51	NA	NA
NRC - DS1 - Interoffice Channel - Facility Termination - 1st	SOMAC	NA	\$45.91	\$166.01	NA	\$186.69	NA	\$217.17	NA	\$195.68
NRC - DS1 - Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	\$44.18	\$130.69	NA	\$149.23	NA	\$163.75	NA	\$156.47
NRC - DS1 Channelization System - 1st	SOMAC	NA	\$238.43	\$331.77	NA	\$297.96	NA	\$338.55	NA	\$222.87
NRC - DS1 Channelization System - Add'l	SOMAC	NA	\$145.55	\$202.63	NA	\$181.39	NA	\$200.06	NA	\$135.80
NRC - DS1 Channelization Sys. Interface OCU-DP card per month(2.4-64kbps) - 1	SOMAC	NA	\$13.39	\$13.45	NA	\$12.29	NA	\$15.76	NA	\$12.61
NRC - DS1 Channelization Sys. Interface OCU-DP card per month(2.4-64kbps) - A	SOMAC	NA	\$9.59	\$9.63	NA	\$8.80	NA	\$11.28	NA	\$9.03
2-wire VG Local Channel/DS1 Interoffice Channel - Dedicated Transport EEL										
2-wire VG Local Channel per month	ULDV2	\$14.61	\$18.02	\$16.28	\$22.26	\$14.94	\$17.83	\$14.82	\$16.83	\$19.02
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	\$0.69	\$0.60	\$0.31	\$0.45	\$0.78	\$0.66	\$0.5753	\$0.76	\$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per month	U1TF1	\$79.69	\$99.79	\$63.39	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83
DS1 Channelization System per system per month	MQ1	\$139.58	\$163.88	\$137.97	\$200.01	\$209.87	\$146.87	\$177.72	\$179.81	\$165.21
DS1 Channelization Interface - VG per month	1D1VG	\$1.26	\$1.78	\$2.20	\$1.40	\$1.62	\$1.45	\$1.64	\$1.93	\$1.25
NRC - Switch As Is - EEL - 1st	UNCCC	\$14.37	\$16.86	\$12.97	\$16.86	\$12.70	\$15.41	\$16.86	\$28.87	\$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	\$13.33	\$15.48	\$11.27	\$15.48	\$11.10	\$13.33	\$15.48	\$28.35	\$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	\$56.43	\$51.31	\$45.46	\$51.31	\$42.70	\$55.41	\$51.31	\$56.54	\$51.31
NRC - Switch As Is - EEL - Manual vs. Elect - Add'l	SOMAC	\$19.15	\$17.56	\$15.72	\$17.56	\$14.77	\$19.16	\$17.56	\$19.02	\$17.56
INTERIM NRCs FOR NEW EEL SUBJECT TO TRUE-UP:			Orlando, Miami, Ft Laud FL			New Orleans LA		Greensboro Charlotte NC		Nashville TN
NRC - 2-wire VG - Local Channel - 1st	SOMAC	NA	\$477.33	\$401.69	NA	\$430.71	NA	\$553.80	NA	\$287.79
NRC - 2-wire VG - Local Channel - Add'l	SOMAC	NA	\$124.32	\$70.82	NA	\$74.41	NA	\$86.69	NA	\$39.50
NRC - DS1 - Facility Termination - 1st	SOMAC	NA	\$45.91	\$166.01	NA	\$186.69	NA	\$217.17	NA	\$195.68
NRC - DS1 - Facility Termination - Add'l	SOMAC	NA	\$44.18	\$130.69	NA	\$149.23	NA	\$163.75	NA	\$156.47
NRC - DS1 Channelization System - 1st	SOMAC	NA	\$235.06	\$240.96	NA	\$220.07	NA	\$301.74	NA	\$222.87
NRC - DS1 Channelization System - Add'l	SOMAC	NA	\$142.56	\$148.03	NA	\$135.20	NA	\$182.57	NA	\$135.80
NRC - DS1 Channelization VG Interface - 1st	SOMAC	NA	\$13.39	\$13.45	NA	\$12.29	NA	\$15.76	NA	\$12.61
NRC - DS1 Channelization VG Interface - Add'l	SOMAC	NA	\$9.59	\$9.63	NA	\$8.80	NA	\$11.28	NA	\$9.03
4-wire VG Local Channel/DS1 Interoffice Channel - Dedicated Transport EEL										
4-wire VG Local Channel per month	ULDV4	\$15.77	\$19.01	\$17.18	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05	\$20.14
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	\$0.69	\$0.60	\$0.31	\$0.45	\$0.78	\$0.66	\$0.5753	\$0.76	\$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per month	U1TF1	\$79.69	\$99.79	\$63.39	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83
DS1 Channelization System per system per month	MQ1	\$139.58	\$163.88	\$137.97	\$200.01	\$209.87	\$146.87	\$177.72	\$179.81	\$165.21

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Exhibit C
Rates - Page 41

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DS1 Channelization Interface -VG per month	1D1VG	\$4.53	\$6.31	\$2.20	\$8.52	\$7.55	\$5.58	\$4.61	\$9.69	\$3.91
NRC - Switch As Is - EEL - 1st	UNCCC	\$14.37	\$16.86	\$12.97	\$16.86	\$12.70	\$15.41	\$16.86	\$28.87	\$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	\$13.33	\$15.48	\$11.27	\$15.48	\$11.10	\$13.33	\$15.48	\$28.35	\$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	\$56.43	\$51.31	\$45.46	\$51.31	\$42.70	\$55.41	\$51.31	\$56.54	\$51.31
NRC - Switch As Is - EEL - Manual vs. Elect - Add'l	SOMAC	\$19.15	\$17.56	\$15.72	\$17.56	\$14.77	\$19.16	\$17.56	\$19.02	\$17.56
INTERIM NRCs FOR NEW EEL SUBJECT TO TRUE-UP:			Orlando, Miami, Ft Laud FL			New Orleans LA		Greensboro Charlotte NC		Nashville TN
NRC - 4-wire Local Channel - VG - 1st	SOMAC	NA	\$77.33	\$387.38	NA	\$433.31	NA	\$562.23	NA	\$287.94
NRC - 4-wire Local Channel - VG - Add'l	SOMAC	NA	\$124.32	\$72.47	NA	\$88.07	NA	\$92.67	NA	\$54.18
NRC - DS1 - Facility Termination - 1st	SOMAC	NA	\$45.91	\$166.01	NA	\$186.69	NA	\$217.17	NA	\$195.68
NRC - DS1 - Facility Termination - Add'l	SOMAC	NA	\$44.18	\$130.69	NA	\$149.23	NA	\$163.75	NA	\$156.47
NRC - DS1 Channelization System - 1st	SOMAC	NA	\$235.06	\$240.96	NA	\$220.07	NA	\$301.74	NA	\$222.87
NRC - DS1 Channelization System - Add'l	SOMAC	NA	\$142.56	\$148.03	NA	\$135.20	NA	\$182.57	NA	\$135.80
NRC - DS1 Channelization System Interface VG - 1st	SOMAC	NA	\$13.39	\$13.45	NA	\$12.29	NA	\$15.76	NA	\$12.61
NRC - DS1 Channelization System Interface - Add'l	SOMAC	NA	\$9.59	\$9.63	NA	\$8.80	NA	\$11.28	NA	\$9.03
DS1 Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
Zone 1	TBD	NA	NA	\$115.79	NA	\$149.72	\$125.39	NA	\$154.59	NA
Zone 2	TBD	NA	NA	\$123.90	NA	\$190.13	\$141.98	NA	\$184.88	NA
Zone 3	TBD	NA	NA	\$159.57	NA	\$290.97	\$170.98	NA	\$214.04	NA
Zone 4	TBD	NA	NA	NA	NA	NA	\$201.87	NA	NA	NA
DS1 Loop, per month, statewide	USLXX	\$64.65	\$80.00	NA	\$67.96	NA	NA	\$62.78	NA	TBD
DS1 Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	\$52.40	NA	\$56.32	\$50.99	NA	\$59.61	NA
DS1 Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	\$60.51	NA	\$96.73	\$67.58	NA	\$89.90	NA
DS1 Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	\$96.18	NA	\$17.57	\$96.58	NA	\$119.06	NA
DS1 Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	\$127.47	NA	NA	NA
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	\$0.69	\$0.60	\$0.31	\$0.45	\$0.78	\$0.66	\$0.5753	\$0.76	\$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per month	U1TF1	\$79.69	\$99.79	\$63.39	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83
Per additional circuit in same DS3 - Zone 1	TBD	NA	NA	\$63.07	NA	NA	NA	NA	NA	NA
Per additional circuit in same DS3 - Zone 2	TBD	NA	NA	\$61.18	NA	NA	NA	NA	NA	NA
Per additional circuit in same DS3 - Zone 3	TBD	NA	NA	\$96.85	NA	NA	NA	NA	NA	NA
Per additional circuit in same DS3 - Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Switch As Is - EEL - 1st	UNCCC	\$14.37	\$16.86	\$12.97	\$16.86	\$12.70	\$15.41	\$16.86	\$28.87	\$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	\$13.33	\$15.48	\$11.27	\$15.48	\$11.10	\$13.33	\$15.48	\$28.35	\$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	\$56.43	\$51.31	\$45.46	\$51.31	\$42.70	\$55.41	\$51.31	\$56.54	\$51.31
NRC - Switch As Is - EEL - Manual vs. Elect - Add'l	SOMAC	\$19.15	\$17.56	\$15.72	\$17.56	\$14.77	\$19.16	\$17.56	\$19.02	\$17.56
INTERIM NRCs FOR NEW EEL SUBJECT TO TRUE-UP:			Orlando, Miami, Ft Laud FL			New Orleans LA		Greensboro Charlotte NC		Nashville TN
NRC - DS1 Loop - 1st	SOMAC	NA	NA	\$448.92	NA	NA	NA	\$714.84	NA	NA
NRC - DS1 Loop - Add'l	SOMAC	NA	NA	\$276.60	NA	NA	NA	\$421.47	NA	NA
NRC - DS1 Interoffice Channel - Facility Termination - 1st	SOMAC	NA	\$45.91	\$166.01	NA	\$186.69	NA	\$217.17	NA	\$195.68
NRC - DS1 Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	\$44.18	\$130.69	NA	\$149.23	NA	\$163.75	NA	\$156.47
DS1 Loop/DS3 Interoffice Channel - Dedicated Transport EEL										
Zone 1	TBD	NA	NA	\$973.58	NA	NA	NA	NA	NA	NA
Zone 2	TBD	NA	NA	\$981.69	NA	NA	NA	NA	NA	NA
Zone 3	TBD	NA	NA	\$1,017.36	NA	NA	NA	NA	NA	NA

BELLSOUTHWINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Exhibit C
Rates - Page 42

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Loop, per month, statewide	USLXX	\$64.65	\$80.00	NA	\$67.96	\$72.86	\$69.59	\$62.78	\$72.55	TBD
DS1 Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	\$52.40	NA	NA	NA	NA	NA	NA
DS1 Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	\$60.51	NA	NA	NA	NA	NA	NA
DS1 Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	\$96.18	NA	NA	NA	NA	NA	NA
DS1 Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS3 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	\$11.93	\$10.25	\$6.46	\$12.06	\$16.15	\$13.48	\$12.98	\$19.14	\$6.88
DS3 Interoffice Channel - Dedicated Transport EEL - Facility Termination per month	U1TF3	736.6	994.83	\$717.60	\$1,112.02	\$1,131.09	\$686.84	\$720.38	\$904.49	\$840.61
DS3 Channelization System per system per month	MQ3	\$210.87	\$213.22	\$202.91	\$236.32	\$245.84	\$229.30	\$226.81	\$204.07	\$225.59
DS3 Channelization Interface -DS1 per month	1PQE1	\$4.53	\$6.31	\$0.67	\$8.52	\$7.55	\$5.58	\$4.61	\$9.69	\$3.91
NRC - Switch As Is - EEL - 1st	UNCCC	\$14.37	\$16.86	\$12.97	\$16.86	\$12.70	\$15.41	\$16.86	\$28.87	\$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	\$13.33	\$15.48	\$11.27	\$15.48	\$11.10	\$13.33	\$15.48	\$28.35	\$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	\$56.43	\$51.31	\$45.46	\$51.31	\$42.70	\$55.41	\$51.31	\$56.54	\$51.31
NRC - Switch As Is - EEL - Manual vs. Elect - Add'l	SOMAC	\$19.15	\$17.56	\$15.72	\$17.56	\$14.77	\$19.16	\$17.56	\$19.02	\$17.56
INTERIM NRCs FOR NEW EEL SUBJECT TO TRUE-UP:			Orlando, Miami, Ft Laud FL			New Orleans LA		Greensboro Charlotte NC		Nashville TN
NRC - DS1 Loop - 1st	SOMAC	NA	NA	\$53.46	NA	NA	NA	\$714.84	NA	NA
NRC - DS1 Loop - Add'l	SOMAC	NA	NA	\$319.54	NA	NA	NA	\$421.47	NA	NA
NRC - DS3 - Interoffice Channel - Facility Termination - 1st	SOMAC	NA	\$879.42	\$959.44	NA	\$882.49	NA	\$794.94	NA	\$905.50
NRC - DS3 - Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	\$542.41	\$623.26	NA	\$573.28	NA	\$579.55	NA	\$565.26
NRC - DS3 Channelization System - 1st	SOMAC	NA	\$408.24	\$453.17	NA	\$413.85	NA	\$428.07	NA	\$423.18
NRC - DS3 Channelization System - Add'l	SOMAC	NA	\$301.27	\$320.09	NA	\$292.33	NA	\$298.37	NA	\$298.48
NRC - DS3 Channelization System DS1 Interface - 1st	SOMAC	NA	\$13.39	\$13.45	NA	\$12.29	NA	\$15.76	NA	\$12.61
NRC - DS3 Channelization System DS1 Interface - Add'l	SOMAC	NA	\$9.59	\$9.63	NA	\$8.80	NA	\$11.28	NA	\$9.03
DS-1 Local Channel/ DS-3 Interoffice Channel - Dedicated Transport EEL										
DS1 Local Channel per month	TMECS	\$35.52	\$44.35	\$38.57	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27
DS3 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	\$11.93	\$10.25	\$6.46	\$12.06	\$16.15	\$13.48	\$12.98	\$19.14	\$6.88
DS3 Interoffice Channel - Dedicated Transport EEL - Facility Termination per month	U1TF3	\$736.60	\$994.83	\$717.60	\$1,112.02	\$1,131.09	\$686.84	\$720.38	\$904.49	\$840.61
DS3 Channelization System per system per month	MQ3	\$210.87	\$213.22	\$202.91	\$294	\$3.12	\$2.86	\$2.88	\$3.36	\$2.46
DS3 Channelization Interface -DS1 per month	1PQE1	\$4.53	\$6.31	\$0.67	\$1.40	\$1.62	\$1.45	\$1.64	\$1.93	\$1.25
NRC - Switch As Is - EEL - 1st	UNCCC	\$14.37	\$16.86	\$12.97	\$16.86	\$12.70	\$15.41	\$16.86	\$28.87	\$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	\$13.33	\$15.48	\$11.27	\$15.48	\$11.10	\$13.33	\$15.48	\$28.35	\$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	\$15.21	\$13.92	\$12.61	\$13.92	\$12.66	\$15.21	\$13.92	TBA	\$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	\$56.43	\$51.31	\$45.46	\$51.31	\$42.70	\$55.41	\$51.31	\$56.54	\$51.31
NRC - Switch As Is - EEL - Manual vs. Elect - Add'l	SOMAC	\$19.15	\$17.56	\$15.72	\$17.56	\$14.77	\$19.16	\$17.56	\$19.02	\$17.56
INTERIM NRCs FOR NEW EEL SUBJECT TO TRUE-UP:			Orlando, Miami, Ft Laud FL			New Orleans LA		Greensboro Charlotte NC		Nashville TN
NRC - DS1 Local Channel - 1st	SOMAC	NA	\$246.50	\$400.37	NA	\$434.53	NA	\$534.48	NA	\$377.96
NRC - DS1 Local Channel - Add'l	SOMAC	NA	\$230.49	\$312.89	NA	\$341.09	NA	\$462.69	NA	\$277.31
NRC - DS3 Interoffice Channel - Facility Termination - 1st	SOMAC	NA	\$884.71	977.44	NA	982.64	NA	\$794.94	NA	980.45
NRC - DS3 Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	\$552.81	641.1	NA	644.52	NA	\$579.55	NA	643.07
NRC - DS3 Channelization System - 1st	SOMAC	NA	\$344.18	\$386.41	NA	\$352.89	NA	\$476.24	NA	\$362.09
NRC - DS3 Channelization System - Add'l	SOMAC	NA	\$248.67	\$264.84	NA	\$241.87	NA	\$321.89	NA	\$248.17
NRC - DS3 Channelization System DS1 Interface - 1st	SOMAC	NA	\$13.39	\$13.45	NA	\$12.29	NA	\$15.76	NA	\$12.61
NRC - DS3 Channelization System DS1 Interface - Add'l	SOMAC	NA	\$9.59	\$9.63	NA	\$8.80	NA	\$11.28	NA	\$9.03
Notes:										

BELLSOUTHWINSTAR RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES
 ENHANCED EXTENDED LINKS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available. Until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to CLEC-1's interconnection agreement. The status of the rates shown by state is as follows:										
1										

BELLSOUTH/WINSTAR RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES
 OSS/SWA 8XX/DATABASES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Operational Support Systems										
Recovery of incremental OSS costs, per CLP, per month	TBD	NA	NA	NA	NA	NA	NA	\$305.00	NA	NA
RC - OSS OLEC Daily Usage File: Recording, Per Message	TBD	\$0.0002	\$0.008	\$0.0001275	\$0.0008611	\$0.00019	\$0.0001179	\$0.0003	\$0.0002862	\$0.008
RC - OSS OLEC Daily Usage File: Message Processing, Per Message	TBD	\$0.0033	\$0.004	\$0.0062548	\$0.0032357	\$0.0024	\$0.0032089	\$0.0032	\$0.0032344	\$0.004
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape	TBD	\$55.19	\$54.95	\$28.25	\$55.68	\$47.3000	\$54.62	\$54.61	\$54.72	\$54.95
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per	TBD	\$0.00004	\$0.001	\$0.0000434	\$0.0000365	\$0.0000300	\$0.0000354	\$0.00004	\$0.0000357	\$0.001
Access Daily Usage File (ADUF)										
RC - ADUF, Message Processing, per message	TBD	\$0.004	\$0.004	\$0.0136327	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
RC - ADUF, Message Distribution, per Magnetic Tape provisioned	TBD	\$54.95	\$54.95	\$28.85	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95
RC - ADUF, Data Transmission (CONNECT:DIRECT), per message	TBD	\$0.001	\$0.001	\$0.0000434	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
Enhanced Optional Daily Usage File (EODUF)										
Enhanced Optional Daily Usage File: Message Processing, Per Message	TBD	\$0.004	\$0.004	\$0.0034555	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
Enhanced Optional Daily Usage File: Message Processing, per magnetic tape	TBD	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
Enhanced Optional Daily Usage File: Data Transmission (CONNECT:DIRECT), per	TBD	\$0.0000364	\$0.0000364	NA	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
SWA 8XX Toll Free Dialing Ten Digit Screening										
8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	\$0.0005	NA	\$0.0004868	NA	\$0.0005305	\$0.0005321	\$0.00050	\$0.0005227	NA
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery										
per query	N/A	NA	NA	NA	\$0.0010	NA	NA	\$0.00365	NA	\$0.004
for 8XX Numbers, with Optional Complex Features, per query	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	\$0.004
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per query	N/A	NA	NA	NA	\$0.0010	NA	NA	\$0.00383	NA	\$0.004
with Optional Complex Features, per query	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	\$0.004
8XX Access Ten Digit Screening Svc. W/800 No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
with Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Reservation Charge per 8XX number reserved										
NRC - 1st	N8R1X	\$7.13	NA	\$6.57	\$10.05	\$6.29	\$8.46	\$7.05	\$6.38	\$30.00
NRC - Add'l	N8R1X	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.96	\$0.9583	\$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations										
NRC - 1st	N/A	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$23.82	\$22.63	\$67.50
NRC - Add'l	N/A	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$2.73	\$2.73	\$1.50
NRC - Disconnect Charge - 1st	N/A	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA
NRC - Disconnect Charge - Add'l	N/A	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$41.35	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Per 8XX # Established with POTS Translations										
NRC - 1st	N8FTX	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$23.82	\$22.63	\$67.50
NRC - Add'l	N8FTX	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$2.73	\$2.73	\$1.50
NRC - Disconnect Charge - 1st	N8FTX	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA
NRC - Disconnect Charge - Add'l	N8FTX	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$41.35	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Customized Area of Service per 8XX Number										
NRC - 1st	N8FCX	\$5.69	NA	\$4.46	\$6.97	\$4.27	\$5.63	\$5.63	\$5.64	\$3.00
NRC - Add'l	N8FCX	\$2.85	NA	\$2.23	\$3.49	\$2.14	\$2.81	\$2.82	\$2.82	\$1.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/WINSTAR RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

Exhibit C
Rates - Page 45

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #										
NRC - 1st	N8FMX	\$6.66	NA	\$5.22	\$8.16	\$5.00	\$6.59	\$6.59	\$6.60	\$3.50
NRC - Add'l	N8FMX	\$3.81	NA	\$2.99	\$4.67	\$2.86	\$3.77	\$3.77	\$3.78	\$2.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Change Charge per request										
NRC - 1st	N8FAX	\$8.10	NA	\$7.33	\$11.24	\$7.01	\$9.42	\$8.01	\$7.34	\$48.50
NRC - Add'l	N8FAX	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.96	\$0.9583	\$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Call Handling and Destination Features										
NRC - 1st	N8FDX	\$5.69	NA	\$4.72	\$6.97	\$4.27	\$5.63	\$5.63	\$5.64	\$3.00
NRC - Add'l	N8FDX	NA	NA	\$4.46	\$6.97	\$4.27	\$5.63	NA	\$5.64	\$3.00
LINE INFORMATION DATABASE ACCESS										
LIDB Common Transport per query	OQT	\$0.00004	\$0.0003	\$0.0000338	\$0.00006	\$0.0000418	\$0.0000446	\$0.0003*	\$0.0000442	\$0.0003
LIDB Validation per query	OQU	\$0.041003	\$0.041003	\$0.0105974	\$0.00938	\$0.0103774	\$0.0142132	\$0.013400	\$0.0141003	\$0.041003
LIDB Originating Point Code Establishment or Change - NRC	N/A	\$64.36	NA	\$50.30	\$107.60	\$48.17	\$63.63	\$91.00	\$61.62	NA
NRC - Incremental Charge - Electronic Service Order	TBD	NA	NA	NA	NA	NA	NA	\$62.26	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	\$91.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$27.84	NA
CCS7 SIGNALING TRANSPORT SERVICE										
CCS7 Signaling Connection, per link (A link) per month										
NRC		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	\$155.00
NRC - Disconnect		\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00
NRC - Incremental Charge - Manual Service Order	SOMAN	\$135.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month										
NRC		\$16.31	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
NRC - Disconnect		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	Not available
NRC - Incremental Charge - Manual Service Order	SOMAN	\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$135.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA
CCS7 Signaling Termination, per STP port per month										
NRC		\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
CCS7 Signaling Usage, per ISUP message										
(applicable when measurement and billing capability exists.)		\$16.31	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
CCS7 Signaling Usage, per TCAP message										
(applicable when measurement and billing capability exists.)		\$148.72	\$113.00	\$133.99	\$174.08	\$161.99	\$161.12	\$132.88	\$156.33	\$355.00
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)										
NRC		\$0.00004	\$0.00001	\$0.0000354	\$0.000037893	\$0.0000430	\$0.0000456	\$0.00004	\$0.0000452	\$0.000023
OPERATOR CALL PROCEDURE										
Operator Provided Call Handling per min - Using BST LIDB	N/A	\$0.0001	\$0.00004	\$0.0000870	\$0.000102042	\$0.0001052	\$0.0001115	\$0.00009	\$0.0001108	\$0.00005
Call Completion Access Termination Charge per call attempt		\$376.12	\$64.00	\$340.67	\$329.98	\$406.71	\$406.53	\$338.98	\$396.55	\$395.00
Operator Provided Call Handling per min - Using Foreign LIDB										
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
Call Completion Access Termination Charge per call attempt										
Operator Provided Call Handling, per call										
Fully Automated Call Handling per call - Using BST LIDB	N/A	\$1.21	\$1.00	\$0.9680296	\$1.6016	\$0.91	\$1.19	\$1.20	\$1.21	NA
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	\$0.08	NA	NA	NA	NA	NA	NA	\$0.08	NA
Professional recording of name (OCP alone)	N/A	\$1.25	\$1.00	\$1.02	\$1.6249	\$0.96	\$1.24	\$1.24	\$1.25	NA
Professional recording of name (DA and OCP alone)	N/A	\$0.08	NA	NA	NA	NA	NA	NA	\$0.08	NA
DRAM or front-end loading, per TOPS switch	N/A	NA	NA	NA	NA	NA	NA	NA	NA	\$0.30
AABS or back-end loading, per IVS	N/A	\$0.11	\$0.10	\$0.0776409	\$0.0856	\$0.10	\$0.1072884	\$0.11	\$0.1115808	\$0.15
EBAS or 0-automation loading, per NAV shelf	N/A	\$0.13	\$0.10	\$0.0976984	\$0.1071	\$0.12	\$0.1253666	\$0.12	\$0.1293459	\$0.15
Recording Charge per Branded Announcement - Disconnect - Initial	USOD1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
	USOD1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
	USOD2	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
	USOD2	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
	USOD2	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00

BELLSOUTH/WINSTAR RATES
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Exhibit C
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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
WABO OPERATOR SERVICES										
Verification, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	\$1.14	\$1.15	\$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	\$1.14	\$1.15	\$1.15	NA
Verification, per call	VIL	NA	\$0.80	NA	\$1.00	NA	NA	\$0.54	NA	\$0.90
Verification and Emergency Interrupt, per call	N/A	NA	\$1.00	NA	\$1.111	NA	NA	\$0.65	NA	\$1.95
DIRECTORY ASSISTANCE SERVICES										
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.062	\$0.10	\$0.10
Call Completion Access Term charge per completed call	N/A	NA	NA	NA	NA	NA	NA	NA	\$0.08	NA
Number Services Intercept per query	N/A	\$0.0235	\$0.01	\$0.0097497	\$0.0086	\$0.02	\$0.0188268	\$0.0110	\$0.0124036	\$0.15
Number Services Intercept per Intercept Query Update	N/A	NA	NA	NA	\$0.0055	NA	NA	NA	NA	NA
Directory Assistance Access Service Calls, per call		\$0.275	\$0.275	\$0.275	\$0.275	\$0.275	\$0.275	\$0.260000	\$0.275	\$0.275
Professional recording of name (DA alone)		\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Professional recording of name (DA and OCP alone)		\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
DRAM or front-end loading, per TOPS switch		\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
AABS or back-end loading, per IVS		\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
EBAS or 0- automation loading, per NAV shelf		\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
Recording Charge per Branded Announcement - Disconnect - Initial	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport - Local Channel DS1, per month										
NRC - 1st	N/A	\$35.52	\$43.64	\$38.36	\$36.32	\$43.83	\$38.91	\$35.68	\$37.20	\$133.81
NRC - Add'l	N/A	\$503.57	\$242.45	\$356.15	\$637.46	\$339.69	\$494.83	\$534.48	\$534.81	\$868.97
NRC - Disconnect Charge - 1st	N/A	\$442.84	\$226.44	\$312.89	\$546.94	\$298.29	\$435.28	\$462.69	\$462.81	\$486.83
NRC - Incremental Charge - Manual Svc Order - NRC - 1st	SOMAN	\$46.28	NA	NA	NA	\$33.02	\$46.85	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order - NRC - add'l	TBD	\$32.18	NA	NA	NA	\$23.32	\$33.02	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order - NRC - Disconnect	SOMAN	\$61.99	NA	\$44.22	NA	\$42.34	\$59.58	\$86.15	\$87.99	NA
NRC - Incremental Charge - Manual Svc Order - NRC - Disconnect - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$1.77	NA	NA
NRC - Incremental Charge - Manual Svc Order - NRC - Disconnect - Add'l	SOMAN	\$29.27	NA	NA	NA	\$19.48	\$27.41	NA	\$3.11	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	\$0.6923	\$0.6013	\$0.4523	\$0.45	\$0.78	\$0.6598	\$0.5753	\$0.7598	\$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$90.00
NRC - 1st	N/A	\$198.15	\$45.91	\$147.07	\$298.18	\$140.49	\$196.28	\$217.17	\$216.27	\$100.49
NRC - Add'l	N/A	\$148.18	\$44.18	\$111.75	\$231.18	\$106.69	\$147.31	\$163.75	\$162.70	\$100.49
NRC - Disconnect Charge - 1st	N/A	\$25.44	NA	NA	NA	\$20.00	\$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$20.42	NA	NA	NA	\$16.34	\$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Switched Common Transport per DA Access Service per call	N/A	\$0.0003	\$0.0003	\$0.0002906	\$0.000175	\$0.0003274	\$0.0002997	\$0.00020	\$0.000327	NA
Switched Common Transport per DA Access Service per call per mile	N/A	\$0.00003	\$0.00001	\$0.0000186	\$0.000004	\$0.0000175	\$0.0000202	\$0.00003	\$0.0000303	NA
Access Tandem Switching per DA Access Service per call	N/A	\$0.0023	\$0.00055	\$0.0019152	\$0.000783	\$0.0025257	\$0.0023713	\$0.0021	\$0.0024809	NA
DA Interconnection, per DA Access Service Call	N/A	\$0.00269	NA	\$0.00269	NA	NA	NA	\$0.00	\$0.000269	NA
Directory Transport-Installation NRC, per trunk or signaling connection										
NRC - 1st	N/A	\$260.69	\$206.06	\$204.23	\$501.98	\$195.54	\$257.73	NA	\$407.81	NA
NRC - Add'l	N/A	\$5.95	\$4.71	\$4.42	\$13.32	\$4.23	\$5.85	NA	\$11.00	NA
NRC - Disconnect Charge - 1st	N/A	\$173.46	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$5.95	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$44.22	NA	\$130.05	\$171.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	\$4.23	\$5.85	NA	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$407.53	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$10.98	NA	NA
Directory Assistance Database Service (DADS)										
Directory Assistance Database Service charge per listing	N/A	\$0.0446	\$0.001	\$0.0445	\$0.0193	\$0.0443	\$0.0447	\$0.04460	\$0.0444	NA

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Directory Assistance Database Service, per month	DBSOF	\$128.55	\$100.00	\$95.50	\$120.76	\$90.54	\$126.17	\$126.26	\$127.23	NA
Direct Access to Directory Assistance Service (DAAAS)										
Direct Access to Directory Assistance Service, per month	DBSDS	\$7,055.00	\$5,000.00	\$5,254.00	\$7,235.01	\$4,982.00	\$6,926.00	\$6,930.00	\$6,983.00	NA
Direct Access to Directory Assistance Service, per query	DBSDA	\$0.0472685	\$0.01	\$0.0469016	\$0.0052	\$0.0460	\$0.0461336	\$0.0456	\$0.0468212	NA
Direct Access to Directory Assistance Service, svc estab charge	DBSDE									
NRC	DBSDE	\$1,118.00	\$820.00	\$788.24	\$1,186.94	\$786.82	\$1,097.00	\$1,164.00	\$1,173.00	NA
NRC - Disconnect	DBSDE	\$81.83	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	\$57.23	\$80.52	NA	NA	NA
AIN (Note 4)										TBD
AIN, per message	CAM	NA	\$0.00004	NA	NA	NA	NA	NA	NA	NA
AIN - BellSouth AIN SMS Access Service	CAM									
Service Establishment Charge, per state, initial set-up										
NRC	CAMSE	\$197.49	NA	\$90.25	NA	\$153.31	\$174.03	\$294.77	\$296.16	NA
NRC - Disconnect	CAMSE	\$114.22	NA	NA	NA	\$78.06	\$135.96	NA	NA	NA
Port Connection - Dial/Shared Access										
NRC	CAMDP	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	\$86.94	\$87.29	NA
NRC - Disconnect	CAMDP	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA	NA
Port Connection - ISDN Access										
NRC	CAM1P	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	\$86.94	\$87.29	NA
NRC - Disconnect	CAM1P	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA	NA
User ID Codes - per User ID Code										
NRC	CAMAU	\$141.84	NA	\$84.43	NA	\$104.95	\$129.83	\$200.83	\$202.08	NA
NRC - Disconnect	CAMAU	\$70.05	NA	NA	NA	\$48.95	\$79.91	NA	NA	NA
Security Card per User ID Code, initial or replacement										
NRC	CAMRC	\$142.13	NA	\$35.44	NA	\$125.33	\$131.54	\$172.05	\$172.26	NA
NRC - Disconnect	CAMRC	\$35.26	NA	NA	NA	\$24.40	\$45.77	NA	NA	NA
Storage, per unit (100Kb)	N/A	\$0.0026	NA	\$0.0023	NA	\$0.0029	\$0.0029	\$0.0023	\$0.0028	NA
Session per minute	N/A	\$0.0892	NA	\$0.0795604	NA	\$0.10	\$0.0975650	\$0.0791	\$0.0942966	NA
C0. Performed Session, per minute					NA	\$1.97	\$2.09	\$2.05	\$2.07	NA
AIN - BellSouth AIN Toolkit Service										
AIN, Service Creation Tools	CAMPB	NA	TBD	NA	NA	NA	NA	NA	NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	BAPSC	\$192.69	NA	\$86.74	NA	\$153.25	\$169.31	\$290.05	\$291.41	NA
NRC - Disconnect	BAPSC	\$114.22	NA	NA	NA	\$78.05	\$135.96	NA	NA	NA
Training Session, per customer										
NRC	BAPVX	\$8,363.00	NA	\$8,348.00	NA	\$8,315.00	\$8,379.00	\$8,363.00	\$8,333.00	NA
NRC - Disconnect	BAPVX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt										
NRC	BAPTT	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC - Disconnect	BAPTT	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay										
NRC	BAPTD	\$49.64	NA	\$114.80	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC - Disconnect	BAPTD	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate										
NRC	BAPTM	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC - Disconnect	BAPTM	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP										
NRC	BAPTO	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
NRC - Disconnect	BAPTO	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, CDP										
NRC	BAPTC	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
NRC - Disconnect	BAPTC	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Feature Code										

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC	BAPTF	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
NRC - Disconnect	BAPTF	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Query Charge, per query		\$0.024	NA	\$0.0209223	NA	\$0.03	\$0.0256138	\$0.02	\$0.0250662	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		\$0.006	NA	\$0.0053137	NA	\$0.0065	\$0.0065161	\$0.005	\$0.0062979	NA
SCP Storage Charge, per SMS Access Acct, per 100 lines	N/A	\$1.63	NA	\$1.46	NA	\$1.79	\$1.79	\$1.45	\$1.73	NA
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	\$16.00	NA	\$15.96	NA	\$15.89	\$16.01	\$15.98	\$15.93	NA
NRC	BAPMS	\$44.56	NA	\$22.64	NA	\$34.61	\$44.02	\$71.80	\$72.15	NA
NRC - Disconnect	BAPMS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
Special Study - per AIN Toolkit Service Subscription	BAPLS	\$0.10	NA	\$0.0861109	NA	\$0.08	\$0.0810536	\$0.08	\$0.0872769	NA
NRC	BAPLS	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	\$47.20	\$47.35	NA
NRC - Disconnect	BAPLS	\$15.90	NA	NA	NA	NA	NA	NA	NA	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	\$15.90	NA	\$15.87	NA	\$15.81	\$15.93	\$15.90	\$15.84	NA
NRC	BAPDS	\$44.56	NA	\$22.64	NA	\$34.61	\$44.02	\$71.80	\$72.15	NA
NRC - Disconnect	BAPDS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	\$0.003	NA	\$0.0028704	NA	\$0.0026	\$0.0027018	\$0.003	\$0.0029092	NA
NRC	BAPES	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	\$47.20	\$47.35	NA
NRC - Disconnect	BAPES	\$15.90	NA	NA	NA	\$37.77	NA	NA	NA	NA
CALLING NAME (CNAM) QUERY SERVICE										
CNAM (Database Owner), Per Query	N/A	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016
CNAM (Non-Database Owner), Per Query *	N/A	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI)	N/A	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00
* Volume and term arrangements are also available.										
SELECTIVE ROUTING (Note 5)										
Per Line or PBX Trunk, each		NA	NA	NA	\$10.00 (Interim)	NA	NA	NA	NA	TBD
NRC		NA	NA	NA	NA	NA	NA	NA	NA	TBD
Customized routing per unique line class code, per request, per switch										
NRC	USRCR	\$230.60	\$229.65	\$180.62	\$229.65	\$229.65	\$227.99	\$229.65	\$226.22	\$229.65
NRC - Incremental Charge - Manual Service Order		\$25.93	NA	\$18.94	NA	NA	\$253.51	NA	\$27.84	NA
VIRTUAL COLLOCATION										
NRC - Virtual Collocation - Application Cost - Manual	TBD	NA	NA	NA	NA	NA	NA	\$3,622.00	NA	NA
NRC - Virtual Collocation - Cable Installation Cost per Cable - Manual	TBD	NA	NA	NA	NA	NA	NA	\$2,305.00	NA	NA
RC - Virtual Collocation - Floor space per square feet	TBD	NA	NA	NA	NA	NA	NA	\$3.45	NA	NA
RC - Virtual Collocation - Floor space power, per ampere	TBD	NA	NA	NA	NA	NA	NA	\$6.65	NA	NA
RC - Virtual Collocation - Cable support structure, per entrance cable	TBD	NA	NA	NA	NA	NA	NA	\$18.66	NA	NA
2-wire Cross-Connect										
RC	UEAC2	\$0.28	\$0.524	\$0.30	\$0.31	\$0.26	\$0.3996	\$0.09	\$0.3648	\$0.30
NRC - 1st	UEAC2	\$30.76	\$11.57	\$12.60	\$54.21	\$23.04	\$30.93	\$41.78	\$41.50	\$19.20
NRC - Add'l	UEAC2	\$29.40	\$11.57	\$12.60	\$51.07	\$22.11	\$29.59	\$39.23	\$38.94	\$19.20
NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Disconnect - 1st	UEAC2	\$12.75	NA	NA	NA	\$9.48	\$12.76	NA	NA	NA
NRC - Disconnect - Add'l	UEAC2	\$11.38	NA	NA	NA	\$8.54	\$11.43	NA	NA	NA
4-wire Cross-Connect										
RC	UEAC4	\$0.56	\$0.524	\$0.50	\$0.62	\$0.52	\$0.7992	\$0.18	\$0.7297	\$0.50
NRC - 1st	UEAC4	\$66.71	\$11.57	\$12.60	\$54.23	\$23.23	\$31.17	\$41.91	\$41.56	\$19.20
NRC - Add'l	UEAC4	\$50.43	\$11.57	\$12.60	\$50.96	\$22.24	\$29.77	\$39.25	\$38.90	\$19.20
NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Disconnect - 1st	UEAC4	\$12.82	NA	NA	NA	\$9.53	\$12.83	NA	NA	NA
NRC - Disconnect - Add'l	UEAC4	\$11.39	NA	NA	NA	\$8.55	\$11.43	NA	NA	NA
2-fiber Cross-Connect										
RC	CNC2F	\$12.10	NA	\$15.64	\$15.64	\$19.13	\$15.64	\$15.90	\$15.06	\$15.64

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 1st	CNC2F	\$55.46	NA	\$41.56	\$41.56	\$41.07	\$41.56	\$67.34	\$69.28	\$41.56
NRC - Add'l	CNC2F	\$39.18	NA	\$29.82	\$29.82	\$29.63	\$29.82	\$48.55	\$48.89	\$29.82
NRC - Disconnect - 1st	CNC2F	\$16.83	NA	NA	NA	\$12.84	\$12.96	NA	NA	NA
NRC - Disconnect - Add'l	CNC2F	\$13.27	NA	NA	NA	\$10.29	\$10.34	NA	NA	NA
4-fiber Cross-Connect										
RC	CNC4F	\$21.75	NA	\$28.11	\$28.11	\$34.38	\$28.11	\$28.74	\$27.08	\$28.11
NRC - 1st	CNC4F	\$66.71	NA	\$50.53	\$50.53	\$49.81	\$50.53	\$82.35	\$84.07	\$50.53
NRC - Add'l	CNC4F	\$50.43	NA	\$38.78	\$38.78	\$38.37	\$38.78	\$63.56	\$63.68	\$38.78
NRC - Disconnect - 1st	CNC4F	\$21.86	NA	NA	NA	\$16.75	\$16.97	NA	NA	NA
NRC - Disconnect - Add'l	CNC4F	\$18.31	NA	NA	NA	\$14.20	\$14.35	NA	NA	NA
DS1 Cross-Connects										
RC	TBD	NA	NA	NA	NA	NA	NA	\$0.97	NA	NA
NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$71.02	NA	NA
NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$51.08	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
DS3 Cross-Connects										
RC	TBD	NA	NA	NA	NA	NA	NA	\$12.33	NA	NA
NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$69.84	NA	NA
NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$49.43	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.										
1	BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (FL)									
2	This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.									
3	This charge is only applicable where signaling usage measurement or billing capability does not exist.									
4	Prices for AIN to be determined upon development of mediation device. (TN)									
5	Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)									

EXHIBIT D AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia corporation ("BAPCO") and WinStar Telecommunications, Inc., a Delaware corporation ("CARRIER") agree as follows:

1. RECITALS. BAPCO is the publisher of alphabetical (or White Pages) and classified (or Yellow Pages) directories for certain communities in the southeastern region of the U.S (the "Directories"). CARRIER provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and CARRIER hereby establish the terms by which BAPCO will include listings of CARRIER subscribers in such Directories and by which BAPCO will provide such Directories to CARRIER subscribers.

2. CARRIER OBLIGATIONS. CARRIER agrees as follows:

(a) CARRIER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A in a mutually acceptable format for use by BAPCO or its affiliates in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.

(b) CARRIER shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

(c) CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) CARRIER shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. BAPCO OBLIGATIONS. BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each CARRIER subscriber, at no charge, per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Multi-line customers of CARRIER shall receive additional listings in applicable directories on a non-discriminatory basis to the extent of and in accordance

with BAPCO's usual policy with respect to multi-line customers of any LEC or ALEC. BAPCO shall deliver such local alphabetical and classified directory(ies) to CARRIER's subscribers according to BAPCO's generally applicable policies and standards. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards. BAPCO shall provide a process whereby CARRIER is afforded a reasonable opportunity to review and correct its subscribers' alphabetical listings in advance of publication.

(b) Provided CARRIER establishes appropriate resale arrangements with BellSouth Telecommunications, Inc. ("BellSouth"), BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings offered by BellSouth, for CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers at no charge to CARRIER or CARRIER's subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, or reasonable customer requests, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

(d) BAPCO will include CARRIER information in the customer guide pages, at no charge, of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards. BAPCO will continue Yellow Pages advertisements purchased by customers without regard to whether they switch their local service to CARRIER.

(f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.

(g) BAPCO will not provide information obtained from CARRIER concerning its subscribers to other local exchange telephone service providers without

CARRIER approval, except as may be required in relation to publishing of Directories or as may be permitted by CARRIER for directory assistance or other purposes.

(h) BAPCO and CARRIER acknowledge that mutual cooperation will be required to successfully serve the needs of their common customers and therefore agree to use reasonable efforts to provide such cooperation to achieve the highest quality of service for both parties customers.

4. PUBLISHING POLICIES. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories. BAPCO shall periodically provide CARRIER with changes by BAPCO which in BAPCO's judgment affect CARRIER with respect to BAPCO's publishing of Listings for CARRIER's subscribers. Such policy updates shall include, without limitation, the subjects described in Exhibit B.

5. LIABILITY AND INDEMNITY.

(a) BAPCO's liability to CARRIER for any errors-or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO except in instances involving gross negligence or willful misconduct.

(b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or omissions in any listings published hereunder for CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

6. TERM. This Agreement shall be effective on the date of the last signature hereto for a term of three (3) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon ninety days prior written notice.

7. ASSIGNMENT. This Agreement shall be binding upon any successors or assigns of the parties during its Term.

8. RELATIONSHIP OF THE PARTIES. This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement

9. NONDISCLOSURE.

(a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The parties agree to use the same care and discretion to avoid disclosure, publication or dissemination of Information as each uses with its own similar information that it does not wish to disclose, publish or disseminate. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within forty-five (45) days.

(b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law, provided however, that BAPCO's obligation to keep customer lists confidential shall survive termination of this Agreement.

(c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

10. FORCE MAJEURE. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike, riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.

11. PUBLICITY. Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

12. NONEXCLUSIVITY. Notwithstanding anything herein to the contrary, Carrier may independently develop an alphabetical directory. Carrier also shall be free to enter into similar agreements with other parties.

13. REPRESENTATIVES AND NOTICES.

(a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.

(b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO: Director-LEC/BST Interface
BellSouth Advertising & Publishing Corporation
Room 270
59 Executive Park South
Atlanta, GA 30329

With Copy to: Vice President and General Counsel
BellSouth Advertising & Publishing Corporation
Room 430
59 Executive Park South
Atlanta, GA 30329

If to CARRIER: Kathy Devany
Vice President – Network Integration
WinStar Wireless, Inc.
2545 Horsepen Road
Herndon, VA 20171

14. MISCELLANEOUS. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and /or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BELLSOUTH ADVERTISING &
PUBLISHING CORPORATION

By: Signature on File
(Signature)

Name: R. F. Barretto

Title: Director-LEC Interface

Date: 8/23/96

WINSTAR
TELECOMMUNICATIONS, INC.

By: Signature on File
(Signature)

Name: R. G. Berger

Title: V.P. Regulators, Legal

Date: 8/23/96

ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

1. Main Telephone Number: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
2. Published Telephone Number: Telephone number to appear in the directory.
3. Old Telephone Number: If the number is changing, enter the OLD Telephone Number.
4. Type of Directory Service: Bus (Business) or Res (Residence)
5. Order Type: N - New connect order; D - Disconnect service order; C - Change of listings; R - Directory delivery only.
6. Due Date: Date that service is requested.
7. Carrier Name: The name of the local exchange carrier and operating company code.
8. Carrier Number: Operating Company Number

PRIMARY LISTING INFORMATION SECTION (Items in this section are mandatory)

9. Listed Name: The way the listing is to appear in the directory. (maximum 1,000 characters - including spaces) Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.
10. Listed Address: Current address may include street number - street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
11. Service Address: Physical location of the telephone.
12. Community Name: The name of the community where the listing appears: (i.e.: the Atlanta Directory may have a Community name of Buckhead).
13. Zip code: 5 or 9 character code.
14. Yellow Pages Heading: The Yellow Page heading where customer wants his listing to appear. (Valid for Business Primary Listings only).
15. Directory Name: Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled free is based on the central office prefix. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

BILLING INFORMATION SECTION (items in this section are requested but optional)

16. Billing: Name to appear on bill.
17. Billing Address: Street number, street name, city, state, zip.
18. Contact Telephone Number: Telephone number to contact regarding billing.
19. Responsible Person: Owner's name or partners' names or 2 corporate officers.
20. Type of Ownership: Sole owner, Partnership or Corporation
21. Tax ID Number or Social Security Number: If sole owner, must have social security number.

DIRECTORY DELIVERY INFORMATION SECTION (Items in this section are mandatory)

22. Name: Personal or business name.
23. Delivery Address: Street number, street name, city, state, zip code of where directories are to be delivered.
24. Directory (Book ID): Bolt code of the directory.
25. Number of books now: for immediate delivery/replacement.
26. Number of books annually: 0 - 3 residence, 0 - 5 business, then negotiated.

REMARKS SECTION (As required)

27. Remarks: Free flow field used by Carrier for any additional information

BAPCO Deliverables

Publication Schedules

BAPCO will provide to all carriers a printed copy of the publication schedules for all directories within the area served by the carrier. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages.

The issue date represents the mid-point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will vary depending upon the size of directory.

Yellow Pages Headings

BAPCO will provide a printed version of the Yellow Pages Heading file which will include all Yellow Pages headings allowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages directories.

Coverage Maps

BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the major directory. These maps will be provided only for the major directories in the area served by the carrier.

Central Office Table

BAPCO will provide two printed versions of what is called the ABC table. Version 1 of this report, identifies by NPA and in sequence by central office in which directory a customer is entitled to appear. Version 2 of this report reflects the directory name and all central offices appearing within that directory.

Listing Specifications

BAPCO will provide a condensed printed version of listing specifications reflecting the rules and regulations regarding listing appearance in both the white and yellow pages.

Abbreviation Table

BAPCO will provide a printed copy of the standard abbreviations utilized for given names, titles of address, titles of lineage, military titles, degrees and professional affiliations standards. This information can be used to assist in effectively processing various listed name requests.

Foreign Directory Name Table

BAPCO will provide a list of all foreign directory names to be used in the processing of foreign listing requests. This field is a required element in the establishment of foreign listings.

Customer Guide Pages Appearance Procedures

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for directories where a carrier operates. These procedures identify how to get your listing to appear and procedures for purchasing LEC specific pages.

EXHIBIT G
LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT
FOR RESOLD LOCAL EXCHANGE LINES OR
SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS

This agreement between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and Winstar Telecommunications, Inc. (Local Exchange Company).*

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

This Agreement sets forth the terms and conditions for inclusion in BST's Line Information Data Base (LIDB) of billing number information associated with 13ST exchange lines used for Local Exchange Company's resale of local exchange service or Service Provider Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of Local Exchange Company's end user. BST will store in its data base the relevant billing number information, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified below.

LIDB is accessed for:

- Billed Number Screening
- Calling Card Validation for Calling Cards issued by BellSouth
- Fraud Control

* As agent for WinStar Wireless of Alabama, Inc., WinStar Wireless of Florida, Inc., WinStar Wireless of Georgia, Inc., WinStar Wireless of Kentucky, Inc., WinStar Wireless of Louisiana, Inc., WinStar Wireless of North Carolina, Inc., WinStar Wireless of Mississippi, Inc., WinStar Wireless of South Carolina, Inc., and WinStar Wireless of Tennessee, Inc.

II. DEFINITIONS

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

2.02. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

2.03. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

2.04. Calling Card number - a billing number plus PIN number assigned by BST.

2.05. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

2.06. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

2.07. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

2.08. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

2.09. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

3.01. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

3.02. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

3.03. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

3.04. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

(a) Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

(b) Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

3.05. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

3.06. Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Agreement shall be used for no purposes other than those set forth in this Agreement.

V. TERMS

This Agreement will be effective as of August 23, 1999, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

VI. FEES FOR SERVICE AND TAXES

6.01. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

6.02. Sales, use and all other taxes (excluding taxes on BST's income) determine by BST 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 the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

VII. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

VIII. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

IX. MISCELLANEOUS

9.01. It is understood and agreed to by the parties that BST may provide similar services to other companies.

9.02. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

9.03. The Local Exchange Company agrees to submit to BST all-advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

9.04. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

9.05. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

9.06. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

9.07. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Robert Wilhelm (signature on file)

Title: Director

Date: 8/27/96

Address: 675 W. Peachtree St.

Atlanta, GA 30375

Suite 11A15

THE LOCAL EXCHANGE COMPANY

By: R. G. Berger (signature on file)

Title: Vice President, Legal/Regulatory

Date: 8/23/96

Address: c/o 3000 K St., NW

Suite 300

Wash DC 20007

EXHIBIT H
BLANKET AGENCY AGREEMENT LETTER

I am an official of **WinStar** ["Company"]¹ and am authorized to commit my company to the conditions stated herein:

1. Company will not submit any requests or inquiries for Resale or Facility Based local service provisioning under Blanket Agency Agreement procedures to [BellSouth²] for which it does not have proper authorization from the End User upon whose behalf service is offered.
2. Company will instruct its End Users to deal directly with Company on all inquiries concerning their Local Service. This may include, but is not limited to, billing, repair, directory listings, and number portability.
3. Company is authorized to release all information regarding the End User's local service to [BellSouth].
4. In the event that an End User challenges action taken by [BellSouth] as a result of the above mentioned service request, Company will indemnify and hold harmless [BellSouth] for any damages or losses, resulting from Company's preparation and submission of service requests for which it did not have proper End User authorization.
5. In the event that an End User challenges billing which resulted from local service requests submitted to [BellSouth] by Company under this Blanket Agency Agreement, then Company will indemnify and hold harmless [BellSouth] for any damages, losses, costs and attorney's fees, if any, arising from [BellSouth] provisioning and maintenance of the End User's local service due to errors in the ordering of said service by Company.
6. In the event that an End User disputes actions taken by Company as a result of a submission by Company of a service request for disconnection or termination of a previously submitted local service request for which it did not have proper End User

¹ Insert BellSouth or Company, as applicable

² Substitute WinStar wherever BellSouth appears if BellSouth is "Company".

authorization, then Company will indemnify and hold harmless [BellSouth] for any damages, losses, costs and attorney's fees, if any, resulting from said dispute.

7. This Agreement shall continue in effect unless canceled by prior written notice by Company or [BellSouth] thirty (30) days prior to the effective date of cancellation. Cancellation shall not release or limit any matters occurring prior to the cancellation of this Blanket Agency Agreement.

Signature of Officer
Title of Officer
Company Name
Date

EXHIBIT I
APPLICABLE DISCOUNTS

The telecommunications services available for purchase by WinStar for the purposes of resale to WinStar end users shall be available at the following discount off of the retail rate. If WinStar cancels an order for telecommunications services for the purpose of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the GSST and the PLST.

DISCOUNT*			
STATE	RESIDENCE	BUSINESS	CSAs***
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

- * When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- ** In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.
- *** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

Discounts will not apply to: unbundled port service, nonrecurring charges, federal or state subscriber line charges, inside wire maintenance plans, pass-through charges (e.g., N11 end user charges), and taxes.