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Regulatory & External Affairs

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August 28, 2001

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COMMISSION
CLERK

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

Re: Approval of the negotiated Interim Interconnection agreement between BellSouth Telecommunications, Inc. ("BellSouth") and ALLTEL Communications, 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 ALLTEL Communications, Inc. are submitting to the Florida Public Service Commission their negotiated Interim Interconnection 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 ALLTEL Communications, Inc.. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act, and provisions for SubLoops and will be cancelled upon the approval of a new Interconnection agreement executed by and between the companies.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated Interim Interconnection agreement between BellSouth and ALLTEL Communications, 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,

Marshall M. Criser III

Regulatory Vice President *(LKA)*

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

10731 AUG 28 01

FPSC-COMMISSION CLERK

STANDALONE AGREEMENT

For

Subloops

By and Between

BellSouth Telecommunications, Inc.

And

Alltel Communications, Inc.

INTERIM AGREEMENT

THIS INTERIM AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and ALLTEL Communications, Inc. (“ALLTEL”), a Delaware corporation, and shall be deemed effective as of the last date of signature by the Parties. This Agreement may refer to either BellSouth or ALLTEL or both as a “Party” or “Parties.”

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in, *inter alia*, the states of Alabama, Florida, Georgia, North Carolina, and South Carolina; and

WHEREAS, ALLTEL is a CLEC authorized to provide telecommunications services in, *inter alia*, the states of Florida, Georgia, and North Carolina; and

WHEREAS, BellSouth and ALLTEL have entered into good faith negotiations pursuant to the Act to renegotiate interconnection agreements (“New Interconnection Agreements”) to replace the existing interconnection agreements between the Parties, which expired on September 1, 1999, and May 1, 2001 (“Expired Interconnection Agreements”); and

WHEREAS, until such time as the Parties execute the New Interconnection Agreements, BellSouth and ALLTEL shall continue to operate under the rates, terms and conditions of the Expired Interconnection Agreements; and

WHEREAS, the Parties have entered into this Agreement so as to allow ALLTEL to have immediate access to the unbundled subloops contained herein. Notwithstanding the execution of this Agreement, the Parties do not intend to waive any rights or obligations, which may arise from a subsequent regulatory decision on issues that the Parties are currently arbitrating in other states.

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

1. Definitions

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

Commission is defined as the appropriate regulatory agency in the states of Alabama, Florida, Georgia, North Carolina, or South Carolina.

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

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

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

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

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

2. Term of the Agreement

2.1 The term of this Agreement shall be one year or until the Parties execute the New Interconnection Agreements, whichever is sooner. The term of this Agreement shall begin on the last date of signature by the Parties and shall apply to the states of Florida, Georgia, and North Carolina.

2.2 This Agreement shall terminate on the Effective Date of the New Interconnection Agreements.

3. OSS

ALLTEL shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1, as applicable.

4. Parity

To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to ALLTEL shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of ALLTEL shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by ALLTEL.

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

5.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for ALLTEL, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail

records when the targeted telephone numbers belong to ALLTEL end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for ALLTEL end users for the same length of time it maintains such information for its own end users.

5.2 Subpoenas Directed to ALLTEL. Where BellSouth is providing to ALLTEL telecommunications services for resale or providing to ALLTEL the local switching function, then ALLTEL agrees that in those cases where ALLTEL receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to ALLTEL end users, and where ALLTEL does not have the requested information, ALLTEL will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.

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

6. **Liability and Indemnification**

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

6.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to ALLTEL for any act or omission of another telecommunications company providing services to ALLTEL.

6.3 Limitation of Liability

6.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

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

the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

- 6.3.3 Neither BellSouth nor ALLTEL shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 6.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 6.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 6.4 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.
- 6.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

7. Intellectual Property Rights and Indemnification

- 7.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. ALLTEL is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. Notwithstanding the foregoing, ALLTEL may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement.
- 7.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 7.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 6 of this Agreement.
- 7.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 7.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 7.4.2 obtain a license sufficient to allow such use to continue.
- 7.4.3 In the event 7.4.1 or 7.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

- 7.5 **Exception to Obligations.** Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 7.6 **Exclusive Remedy.** The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 8. Proprietary and Confidential Information**
- 8.1 **Proprietary and Confidential Information.** It may be necessary for BellSouth and ALLTEL, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and, proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such oral or visual disclosure.
- 8.2 **Use and Protection of Information.** Recipient shall use the Information solely for the purpose(s) of performing its obligations under this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents.

- 8.3 Ownership, Copying & Return of Information. Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
- 8.4 Exceptions. Discloser's Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
- 8.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section 8 is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Section 8. Such remedy is not the exclusive remedy for any breach or threatened breach of this Section 8, but is in addition to all other rights and remedies available at law or in equity.
- 8.6 Survival of Confidentiality Obligations. The parties' rights and obligations under this Section 8 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

9. **Assignments**

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without

the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof and, provided further, if the assignee is an assignee of ALLTEL, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

10. Resolution of Disputes

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

11. Taxes

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

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

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

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

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

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

11.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties.

Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

- 11.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 11.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 11.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 11.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 11.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 11.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 11.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties.

Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

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

12. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood,

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

13. Adoption of Agreements

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

14. Modification of Agreement

- 14.1 If ALLTEL changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of ALLTEL to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 14.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 14.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of ALLTEL or BellSouth to perform any material terms of this Agreement, ALLTEL or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

14.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

15. Non-waiver of Legal Rights

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

16. Severability

If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected 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.

17. Waivers

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

18. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

19. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

20. Notices

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

BellSouth Telecommunications, Inc.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

ALLTEL Communications, Inc.

Lynn Hughes
1 Allied Drive
Little Rock, AR 72202

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

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

20.2.1 Notwithstanding the foregoing, BellSouth may provide ALLTEL' notice via Internet posting of price changes, changes to the terms and conditions of services available for resale, changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

21. Rule of Construction

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

22. Headings of No Force or Effect

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

23. Multiple Counterparts

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

24. Filing of Agreement

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

25. Compliance with Applicable Law

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

26. Necessary Approvals

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

27. Good Faith Performance

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

28. Nonexclusive Dealings

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

29. Survival

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

30. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. 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.

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

BellSouth Telecommunications, Inc.

ALLTEL Communications, Inc.

C.W. Boetz
Signature

Michael Rhoda
Signature

C.W. Boetz
Name

Michael Rhoda
Name

Managing Director
Title

V.P. - Business Development
Title

8-14-01
Date

August 9, 2001
Date

ATTACHMENT 1

SUBLOOPS

1.0 Sub-loop Elements

1.0.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) Systems. BellSouth shall provide non-discriminatory access, in accordance with FCC Rule 51.311 and Section 251(c) (3) of the Act, to the sub-loop 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.

1.0.2 Sub-loop components include but are not limited to the following:

1.0.2.1 Unbundled Sub-Loop Distribution;

1.0.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

1.0.2.3 Unbundled Sub-Loop Feeder.

1.1 Unbundled Sub-Loop (distribution facilities)

1.1.1 Definition. 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. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. Following are the current sub-loop distribution offerings:

1.1.1.1 Voice grade Unbundled Sub-Loop Distribution (USL-D) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises.

1.1.1.2 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 voice grade Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services.

1.1.1.3 Unbundled Copper Sub-Loop (UCSL) is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation.

1.1.1.3.1 If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

1.1.1.3.2 If ALLTEL requests a UCSL and a non-loaded pair is not available, ALLTEL may order Unbundled Sub-Loop Modification to remove load coils and/or bridged tap from an existing sub-loop facility. If load coils are removed from an existing sub-loop, that sub-loop will be classified as a UCSL. ALLTEL may order Loop Make-up to determine what loop modifications will be required.

- 1.1.2 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UCSL, ALLTEL would be required to deliver a cable to the BellSouth remote terminal or cross-box in the field to provide continuity to ALLTEL's feeder facilities. This cable would be connected, by a BellSouth technician, within the BellSouth RT/cross-box during the set-up process. ALLTEL's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 1.1.3 Unbundled Sub-Loop – Intrabuilding Network Cable (USL-INC) (a.k.a. riser cable) 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 includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises.
- 1.1.3.1 In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel for the purpose of accessing USL-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USL-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for ALLTEL's use on this cross-connect panel. ALLTEL will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 1.1.4 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 ALLTEL 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 Section 1.1.5. 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 Section 1.1.3.1) to accommodate ALLTEL's request for Unbundled Sub-Loops, ALLTEL may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. ALLTEL will have the option of paying the SC charges to modify the BellSouth facilities.
- 1.1.5 Set-up work must be completed before ALLTEL can order sub-loop pairs. During the set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice ALLTEL'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 and the connecting block(s) that will be used to provide access to the requested USLs.
- 1.1.6 Once the set-up is complete, ALLTEL will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service

Center (LCSC). Order Coordination is required with USL pair provisioning when ALLTEL requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by ALLTEL for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

1.1.7 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.

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

1.2 Unbundled Network Terminating Wire (UNTW)

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

1.2.2 Definition. 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. UNTW is the final portion of the loop owned by BellSouth.

1.2.3 Requirements

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

1.2.3.2 In new construction where possible, both Parties may at their option and with the property owner's agreement install their own Network Terminating Wire (NTW). In existing construction, the Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

1.2.3.3 Upon notice from the Requesting Party to the Provisioning Party that the Requesting Party desires access to the Provisioning Party's UNTW pairs in a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for Access Terminal installation, location and addresses of the Access Terminals and to discuss an estimated completion date. Upon completion of site visit, the Requesting Party will submit a Service Inquiry (SI) to the person or organization designated by the Provisioning Party to receive the SI. The SI will initiate the work for the Provisioning Party to begin the Access Terminal installation. In multi-tenant unit (MTU) scenarios, Provisioning Party will provide access to UNTW pairs on an Access Terminal(s). By request of the

Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet on the requested MTU. All the UNTW pairs served by a Garden Terminal/Wiring Closet will be made available on the Access Terminals. Requesting Party will deliver and connect central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal unless the Provisioning Party or another service provider is using the pair to concurrently provide service. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 1.2.3.4 Provisioning Party will use best efforts to complete installation of the Access Terminals within 30 business days of the receipt by the Provisioning Party of the Service Inquiry from the Requesting Party.
- 1.2.3.5 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained.
- 1.2.3.6 Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). ALLTEL will report use of the UNTW pairs on a LSR form submitted to BellSouth's LCSC.
- 1.2.3.7 Requesting Party will isolate and report repair problems to the UNE center. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 1.2.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.
- 1.2.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting such usage to BellSouth, the following charges shall apply in addition to any fines which may be established by state commissions and any other remedies at law or in equity available to the Provisioning Party:

1.2.3.10 If Requesting Party issued a LSR to disconnect an end-user from BellSouth in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.

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

1.3 Unbundled Sub-Loop Concentration System (USLC)

1.3.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide ALLTEL with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into ALLTEL's collocation space. TR-008 and TR303 interface standards are available.

1.3.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of ALLTEL's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of ALLTEL'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 ALLTEL's collocation space within the SWC that serves the RT where ALLTEL's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

1.3.3 In these scenarios ALLTEL would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth RT. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow ALLTEL's sub-loops to then be placed on the USLC and transported to their collocation space at a DS1 level.

1.4 Unbundled Sub-Loop Feeder

1.4.1 Definition. Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and its cross-box (or other access point) that serves an end user location.

- 1.4.2 USLF is intended to be utilized for voice traffic and can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).
- 1.4.3 USLF can also be utilized for digital traffic and can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C) facilities: 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).
- 1.4.4 USLF will provide the facilities needed to provision a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of ALLTEL's loop distribution elements onto BellSouth's feeder system.
- 1.4.5 Requirements
- 1.4.5.1 ALLTEL will extend its compatible cable to BellSouth's cross-box. The cable will then be connected to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction (SC) process to determine the costs to provide the sub-loop feeder element to ALLTEL. ALLTEL will then have the option of paying the SC charges or canceling the order.
- 1.4.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.
- 1.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

1.5 Rates

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

1.6 Operational Support Systems (OSS)

- 1.6.1 BellSouth has developed and made available the following electronic interfaces by which ALLTEL may submit LSRs electronically.

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

- 1.6.2 LSRs submitted by means of one of these electronic 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	FL, GA, NC
OSS LSR charge, per LSR received from ALLTEL by one of the OSS interactive interfaces	\$3.50 SOMECH
Incremental charge per LSR received from ALLTEL by means other than one of the OSS interactive interfaces	See applicable rate element

1.6.3 Denial/Restoral OSS Charge

In the event ALLTEL 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.

1.6.4 Cancellation OSS Charge

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

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

1.6.5 Network Elements and Other Services Manual Additive

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.

2.0 **Preordering Loop Makeup (LMU)**

2.1 Description of Service

2.1.1 BellSouth shall make available to ALLTEL loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a *preordering* transaction, distinct from ALLTEL ordering any other service(s). Loop Makeup *Service Inquiries (LMUSI)* for *preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

- 2.1.2 BellSouth will provide ALLTEL with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by ALLTEL for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by ALLTEL and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.
- 2.1.3 BellSouth's LMU information is provided to ALLTEL as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.1.4 BellSouth offers LMU information for the sole purpose of allowing ALLTEL to determine whether, in ALLTEL's judgment, BellSouth's loops will support the specific services that ALLTEL wishes to provide over those loops. ALLTEL may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, ALLTEL shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. ALLTEL bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. ALLTEL bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with ALLTEL's equipment for accomplishing ALLTEL's end goal for the intended service it wishes to provide its end-user(s). ALLTEL is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.
- 2.2 Submitting Loop Makeup Service Inquiries
- 2.2.1 ALLTEL will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if ALLTEL determines that it needs further loop data information in order to make a determination of loop service capability, ALLTEL may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.14.3. Mechanized LMU has been made available for limited deployment to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth. CLECs will be notified once a successful Beta Test has been completed, and mechanized LMU shall then be available to ALLTEL.

- 2.2.2 **Manual** LMUSIs shall be submitted on the preordering manual LMUSI form by means of fax or electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.
- 2.3 LMUSI Types and Associated Charges
- 2.3.1 ALLTEL may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit A.
- 2.3.2 ALLTEL will be assessed a nonrecurring charge for each facility queried as specified in Exhibit A. Rates for all states are interim and subject to true-up pending approval of final rates by the respective Commissions. True-ups will be retroactive to the effective date of this Agreement.
- 2.3.3 ALLTEL may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which ALLTEL does not plan to place a UNE local service request (LSR) should be cancelled by ALLTEL. Should ALLTEL wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).
- 2.3.4 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to ALLTEL for the facility queried. During this holding time and prior to ALLTEL's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure ALLTEL's ability to order the exact facility reserved.
- 2.3.5 If ALLTEL does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 2.3.6 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.
- 2.4 Ordering of Other UNE Services
- 2.4.1 Whenever ALLTEL has reserved a facility through BellSouth's preordering LMU service, should ALLTEL seek to place a subsequent UNE LSR on a reserved facility, ALLTEL shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR. ALLTEL will be billed the appropriate rate element for the specific type UNE loop ordered by ALLTEL as set forth in this Attachment. ALLTEL will not be billed any additional Loop Makeup charges for

the loop so ordered. Should ALLTEL choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, ALLTEL will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Makeup charges as set forth in this Attachment. Rates are provided in Exhibit A in this Attachment.

- 2.4.2 Where ALLTEL submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to ALLTEL the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by ALLTEL. For those occasions when BellSouth cannot assign the specific facility reserved by ALLTEL during the LMU pre-ordering transaction, due to incomplete or incorrect information provided by ALLTEL during the ordering process, BellSouth will assign to ALLTEL, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by ALLTEL. If the ordered loop type is not available, ALLTEL may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

2.5 **Rates**

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

2.6 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 1.6 of this Attachment.

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES						
							Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manual per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1		
							Recurring	First	Add1	First							Add1	SOME C
							Disconnect	First	Add1	First	Add1							
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																		
LOOP MODIFICATION																		
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL,UHL,UCL UEQ,ULS	ULM2L		\$0.00	\$0.00									
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS	ULM2G		\$309.32	\$309.32									
		Unbundled Loop Modification Removal of Load Coils - 4-W less than or equal to 18kft			UHL, UCL	ULM4L		\$0.00	\$0.00									
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18kft			UCL	ULM4G		\$309.32	\$309.32									
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL,UHL,UCL UEQ,UEF,UL	ULMBT		\$9.48	\$9.48									
SUB-LOOPS																		
Sub-Loop Distribution																		
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	1		UEANL	USBSA		\$467.08	\$467.08					\$10.73				\$1.65
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	1		UEANL	USBSB		\$11.27	\$11.27					\$10.73				\$1.65
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	1		UEANL	USBSC		\$152.58	\$152.58					\$10.73				\$1.65
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	1		UEANL	USBSD		\$43.54	\$43.54					\$10.73				\$1.65
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	\$6.90	\$54.26	\$19.64	\$37.03	\$4.10			\$10.73				\$1.65
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	\$9.56	\$54.26	\$19.64	\$37.03	\$4.10			\$10.73				\$1.65
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	\$18.08	\$54.26	\$19.64	\$37.03	\$4.10			\$10.73				\$1.65
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$8.12	\$8.12									
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	\$7.35	\$62.05	\$27.42	\$37.98	\$5.05			\$10.73				\$1.65
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	\$10.18	\$62.05	\$27.42	\$37.98	\$5.05			\$10.73				\$1.65
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	\$19.25	\$62.05	\$27.42	\$37.98	\$5.05			\$10.73				\$1.65
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$8.12	\$8.12									
		Sub-Loop 2-Wire Intra-Building Network Cable (INC)		1	UEANL	USBR2	\$3.33	\$46.74	\$12.11	\$37.03	\$4.10			\$10.73				\$1.65
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$8.12	\$8.12									
		Sub-Loop 4-Wire Intra-Building Network Cable (INC)		1	UEANL	USBR4	\$6.32	\$50.41	\$15.78	\$37.98	\$5.05			\$10.73				\$1.65
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$8.12	\$8.12									
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	\$5.66	\$54.26	\$19.64	\$37.03	\$4.10			\$10.73				\$1.65
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	\$7.83	\$54.26	\$19.64	\$37.03	\$4.10			\$10.73				\$1.65
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	\$14.82	\$54.26	\$19.64	\$37.03	\$4.10			\$10.73				\$1.65
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$23.24	\$23.24									
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	\$4.72	\$62.05	\$27.42	\$37.98	\$5.05			\$10.73				\$1.65
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	\$6.53	\$62.05	\$27.42	\$37.98	\$5.05			\$10.73				\$1.65
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	\$12.36	\$62.05	\$27.42	\$37.98	\$5.05			\$10.73				\$1.65
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$8.12	\$8.12									
Sub-Loop Feeder																		
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA,UDN,UC L,UDL,UDC	USBFW		\$467.08										
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA,UDN,UC L,UDL,UDC	USBFX		\$45.28	\$45.28									
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		\$522.41	\$11.32									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	\$7.60	\$83.62	\$46.20	\$45.57	\$10.19			\$10.73				\$1.65
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	\$10.53	\$83.62	\$46.20	\$45.57	\$10.19			\$10.73				\$1.65
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	\$19.92	\$83.62	\$46.20	\$45.57	\$10.19			\$10.73				\$1.65
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		\$20.75										
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	\$7.60	\$83.62	\$46.20	\$45.57	\$10.19			\$10.73				\$1.65
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	\$10.53	\$83.62	\$46.20	\$45.57	\$10.19			\$10.73				\$1.65
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	\$19.92	\$83.62	\$46.20	\$45.57	\$10.19			\$10.73				\$1.65
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		\$20.75										
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	\$7.60	\$83.62	\$46.20	\$45.57	\$10.19			\$10.73				\$1.65
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	\$10.53	\$83.62	\$46.20	\$45.57	\$10.19			\$10.73				\$1.65
		Unbundled Sub-Loop Feeder Loop, 2-W Analog Reverse Battery, Voice Grade-Zone 3		3	UEA	USBFC	\$19.92	\$83.62	\$46.20	\$45.57	\$10.19			\$10.73				\$1.65
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		\$20.75										
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	\$16.05	\$96.40	\$58.12	\$48.55	\$11.33			\$10.73				\$1.65
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	\$22.23	\$96.40	\$58.12	\$48.55	\$11.33			\$10.73				\$1.65
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	\$42.06	\$96.40	\$58.12	\$48.55	\$11.33			\$10.73				\$1.65
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		\$20.75										
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	\$16.05	\$96.40	\$58.12	\$48.55	\$11.33			\$10.73				\$1.65
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	\$22.23	\$96.40	\$58.12	\$48.55	\$11.33			\$10.73				\$1.65
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	\$42.06	\$96.40	\$58.12	\$48.55	\$11.33			\$10.73				\$1.65
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		\$20.75										
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	\$16.18	\$98.91	\$60.12	\$46.95	\$9.74			\$10.73				\$1.65

SUBLOOPS
Florida

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring		Nonrecurring			Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1
							First	Add1	First	Add1	Disconnect						
							SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN					
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	\$22.41	\$98.91	\$60.12	\$46.95	\$9.74	\$10.73				\$1.65	
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	\$42.39	\$98.91	\$60.12	\$46.95	\$9.74	\$10.73				\$1.65	
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		\$20.75									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	\$16.18	\$98.91	\$60.12	\$46.95	\$9.74	\$10.73				\$1.65	
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	\$22.41	\$98.91	\$60.12	\$46.95	\$9.74	\$10.73				\$1.65	
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	\$42.39	\$98.91	\$60.12	\$46.95	\$9.74	\$10.73				\$1.65	
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	\$43.64	\$120.61	\$70.34	\$65.07	\$16.20	\$10.73				\$1.65	
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	\$60.45	\$120.61	\$70.34	\$65.07	\$16.20	\$10.73				\$1.65	
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	\$114.36	\$120.61	\$70.34	\$65.07	\$16.20	\$10.73				\$1.65	
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		\$20.75									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	\$6.65	\$76.87	\$38.08	\$45.64	\$8.43	\$10.73				\$1.65	
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	\$9.22	\$76.87	\$38.08	\$45.64	\$8.43	\$10.73				\$1.65	
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	\$17.44	\$76.87	\$38.08	\$45.64	\$8.43	\$10.73				\$1.65	
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		\$20.75									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	\$12.76	\$89.85	\$51.57	\$46.59	\$9.38	\$10.73				\$1.65	
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	\$17.67	\$89.85	\$51.57	\$46.59	\$9.38	\$10.73				\$1.65	
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	\$33.43	\$89.85	\$51.57	\$46.59	\$9.38	\$10.73				\$1.65	
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		\$20.75									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	\$17.52	\$90.72	\$52.43	\$48.55	\$11.33	\$10.73				\$1.65	
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	\$24.28	\$90.72	\$52.43	\$48.55	\$11.33	\$10.73				\$1.65	
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	\$45.92	\$90.72	\$52.43	\$48.55	\$11.33	\$10.73				\$1.65	
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	\$17.52	\$90.72	\$52.43	\$48.55	\$11.33	\$10.73				\$1.65	
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	\$24.28	\$90.72	\$52.43	\$48.55	\$11.33	\$10.73				\$1.65	
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	\$45.92	\$90.72	\$52.43	\$48.55	\$11.33	\$10.73				\$1.65	
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		\$20.75									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	\$17.52	\$90.72	\$52.43	\$48.55	\$11.33	\$10.73				\$1.65	
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	\$24.28	\$90.72	\$52.43	\$48.55	\$11.33	\$10.73				\$1.65	
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	\$45.92	\$90.72	\$52.43	\$48.55	\$11.33	\$10.73				\$1.65	
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		\$20.75									
		Unbundled Sub-Loop Modification															
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		\$9.11	\$9.11			\$10.73				\$1.65	
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		\$9.11	\$9.11			\$10.73				\$1.65	
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		\$14.05	\$14.05			\$10.73				\$1.65	
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	\$0.3682	\$21.85	\$21.85			\$10.73				\$1.65	
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 Lines			UENTW	UND12		\$63.72	\$40.94			\$10.73				\$1.65	
		Network Interface Device (NID) - 1-6 Lines			UENTW	UND16		\$105.96	\$83.17			\$10.73				\$1.65	
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		\$7.12	\$7.12			\$10.73				\$1.65	
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		\$7.12	\$7.12			\$10.73				\$1.65	
		UNBUNDLED LOOP CONCENTRATION															
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	\$461.86	\$324.01	\$324.01			\$10.73				\$1.65	
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	\$54.91	\$135.00	\$135.00			\$10.73				\$1.65	
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	\$500.74	\$324.01	\$324.01			\$10.73				\$1.65	
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	\$92.53	\$135.00	\$135.00			\$10.73				\$1.65	
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	\$5.18	\$64.65	\$46.45	\$16.67	\$4.35	\$10.73				\$1.65	
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	\$8.22	\$14.96	\$14.88	\$6.11	\$6.07	\$10.73				\$1.65	
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	\$8.22	\$14.96	\$14.88	\$6.11	\$6.07	\$10.73				\$1.65	
		Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	\$2.06	\$14.96	\$14.88	\$6.11	\$6.07	\$10.73				\$1.65	
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	\$12.22	\$14.96	\$14.88	\$6.11	\$6.07	\$10.73				\$19.99	
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	\$7.29	\$14.96	\$14.89	\$6.11	\$6.07	\$10.73				\$1.65	
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	\$35.63	\$14.96	\$14.88	\$6.11	\$6.07	\$10.73				\$1.65	
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	\$10.80	\$14.96	\$14.88	\$6.11	\$6.07	\$10.73				\$1.65	
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	\$10.80	\$14.96	\$14.88	\$6.11	\$6.07	\$10.73				\$1.65	
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	\$10.80	\$14.96	\$14.88	\$6.11	\$6.07	\$10.73				\$1.65	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Nonrecurring		Nonrecurring			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc-Add'l
							Recurring	First	Add'l	First	Add'l						
							SOME	SOME	SOME	SOME	SOME	SOME	SOME	SOME			
UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																	
UNE OTHER, PROVISIONING ONLY - NO RATE																	
	NID - Dispatch and Service Order for NID installation				UENTW	UNDBX											
	UNTW Circuit Id Establishment, Provisioning Only - No Rate				UENTW	UENCE											
	Unbundled Contract Name, Provisioning Only - No Rate				UEANL,UEF,UEQ,UENTW	UNECN											
	Unbundled Contact Name, Provisioning Only - no rate				UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	\$0.00	\$0.00									
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate				UEA,UDN,UC L,UDC	USBFQ	\$0.00	\$0.00									
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate				UEA,USL,UCL,UDL	USBFR	\$0.00	\$0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate				USL	CCOSF	\$0.00	\$0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate				USL	CCOEF	\$0.00	\$0.00									
LOOP MAKE-UP																	
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)				UMK	UMKLW		\$43.10	\$43.10								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)				UMK	UMKLP		\$45.72	\$45.72								
	Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized)				UMK	PSUMK	\$0.6757										
OPERATIONAL SUPPORT SYSTEMS																	
	NOTE: (1) Electronic Service Order: Access America should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. Access America may elect either the state specific Commission ordered rates for the electronic service ordering charges or Access America may elect the regional electronic service ordering charge.																
	NOTE: (2) Manual Service Order charge, disconnect, in the state of Florida, to be billed on a per LSR basis																
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)					SOME		\$3.50									

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES						
							Recurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							First	Add'l	First	Add'l							
							SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN					
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																	
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2-W pair less than or equal to 18kft			UAL,UHL,UC L,UEQ,ULS	ULM2L	\$ 67.39	\$67.39									
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS	ULM2G	\$ 337.50	\$337.50									
		Unbundled Loop Modification Removal of Load Coils - 4-W less than or equal to 18kft			UHL, UCL	ULM4L	\$ 67.39	\$67.39									
		Unbundled Loop Modification Removal of Load Coils-4-W pair greater than 18kft			UCL	ULM4G	\$ 337.50	\$337.50									
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL,UHL, UCL,UEQ,UE F,ULS	ULMBT	\$ 78.10	\$78.10									
SUB-LOOPS																	
Sub-Loop Distribution																	
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA	\$421.08	\$421.08					\$18.94	\$8.42			
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB	\$67.10	\$67.10					\$18.94	\$8.42			
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC	\$394.74	\$394.74					\$18.94	\$8.42			
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD	\$154.57	\$154.57					\$18.94	\$8.42			
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		SW	UEANL	USBN2	\$9.12	\$207.01	\$171.32				\$18.94	\$8.42			
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	\$34.22	\$34.22									
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Statewide		SW	UEANL	USBN4	\$8.32	\$219.35	\$72.99	\$123.72	\$28.77		\$18.94	\$8.42			
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	\$34.22	\$34.22									
		Sub-Loop 2-Wire Intra-Building Network Cable (INC)	I		UEANL	USBR2	\$1.61	\$137.03	\$41.59	\$115.85	\$19.17		\$18.94	\$8.42			
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	\$34.22	\$34.22									
		Sub-Loop 4-Wire Intra-Building Network Cable (INC)	I		UEANL	USBR4	\$2.96	\$176.46	\$55.11	\$122.17	\$19.57		\$18.94	\$8.42			
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	\$34.22	\$34.22									
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	\$5.54	\$175.16	\$55.50	\$108.86	\$24.53		\$18.84	\$8.42			
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	\$5.54	\$175.16	\$55.50	\$108.86	\$24.53		\$18.94	\$8.42			
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	\$5.54	\$175.16	\$55.50	\$108.86	\$24.53		\$18.94	\$8.42			
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC	\$34.22	\$34.22									
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	\$6.89	\$219.35	\$72.99	\$123.72	\$28.77		\$18.94	\$8.42			
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	\$6.89	\$219.35	\$72.99	\$123.72	\$28.77		\$18.94	\$8.42			
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	\$6.89	\$219.35	\$72.99	\$123.72	\$28.77		\$18.94	\$8.42			
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC	\$34.22	\$34.22									
Sub-Loop Feeder																	
		USL Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA,UDN,UC L,UDL,UDC	USBFW	\$421.08										
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA,UDN,UC L,UDL,UDC	USBFX	\$67.10	\$67.10									
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ	\$521.57	\$11.30									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Statewide		SW	UEA	USBFA	\$8.58	\$206.44	\$170.05				\$18.94	\$8.42			
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL	\$34.22										
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		SW	UEA	USBFB	\$8.58	\$206.44	\$170.05				\$18.94	\$8.42			
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL	\$34.22										
		Unbundled Sub-Loop Feeder Loop, 2 W Reverse Battery, VG Loop - Statewide		SW	UEA	USBFC	\$8.58	\$206.44	\$170.05				\$18.94	\$8.42			
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL	\$34.22										
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Statewide		SW	UEA	USBFD	\$19.91	\$243.41	\$81.32	\$134.77	\$33.93		\$18.94	\$8.42			
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL	\$34.22										
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Statewide		SW	UEA	USBFE	\$19.91	\$243.41	\$81.32	\$134.77	\$33.93		\$18.94	\$8.42			
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL	\$34.22										
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Statewide		SW	UDN	USBFF	\$17.73	\$208.50	\$62.31	\$119.68	\$29.58		\$18.94	\$8.42			
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL	\$34.22										
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		SW	UDC	USBFS	\$17.73	\$208.50	\$62.31	\$119.68	\$29.58		\$19.99	\$19.99	\$19.99	\$19.99	
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Statewide		SW	USL	USBFG	\$79.30	\$203.69	\$128.76	\$124.09	\$34.80		\$19.99	\$19.99	\$19.99	\$19.99	
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL	\$34.22										
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Statewide		SW	UCL	USBFH	\$7.22	\$195.38	\$63.15	\$119.68	\$29.58		\$18.94	\$8.42			
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL	\$34.22										
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Statewide		SW	UCL	USBFJ	\$13.72	\$243.41	\$81.32	\$134.77	\$33.93		\$18.94	\$8.42			
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL	\$34.22										
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		SW	UDL	USBFN	\$24.5	\$243.41	\$81.32	\$134.77	\$33.93		\$19.99	\$19.99	\$19.99	\$19.99	
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Statewide		SW	UDL	USBFO	\$24.50	\$243.41	\$81.32	\$134.77	\$33.93		\$19.99	\$19.99	\$19.99	\$19.99	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interm	Zone	BCS	USOC	RATES					OSS RATES								
							Nonrecurring			Nonrecurring Unconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual/ Electronic-1st	Incremental Charge - Manual/ Electronic-Add'l	Incremental Charge - Manual/ Electronic-1st	Incremental Charge - Manual/ Electronic-Add'l			
							Recurring	First	Add'l	First	Add'l							SOMEK	SOMAN	SOMAN
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL														
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Statewide		sw	UDL	USBFP	\$24 50	\$243 41	\$81 32	\$134 77	\$33 93			\$19 99	\$19 99	\$19 99	\$19 99			
		Order Coordination For Specified Time Conversion Time, per LSR			UDL	OCOSL		\$34 22												
		Unbundled Network Terminating Wire (UNTW)																		
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	\$1 37	\$2 48	\$2 48	\$1 74	\$1 74			\$18 94	\$8 42					
		Network Interface Device (NID)																		
		Network Interface Device (NID) - 1-2 Lines			UENTW	UND12		\$86 37	\$56 69					\$18 94	\$8 42					
		Network Interface Device (NID) - 1-6 Lines			UENTW	UND16		\$127 93	\$98 21					\$18 94	\$8 42					
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		\$8 15	\$6 15					\$18 94	\$8 42					
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		\$6 15	\$6 15											
		INBUNDLED LOOP CONCENTRATION																		
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	\$441 42	\$650 81	\$650 81					\$19 99	\$19 99	\$19 99	\$19 99			
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	\$52 97	\$271 17	\$271 17					\$19 99	\$19 99	\$19 99	\$19 99			
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	\$478 93	\$650 81	\$650 81					\$19 99	\$19 99	\$19 99	\$19 99			
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	\$89 26	\$271 17	\$271 17					\$19 99	\$19 99	\$19 99	\$19 99			
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	\$5 04	\$126 57	\$92 14	\$33 57	\$9 40			\$19 99	\$19 99	\$19 99	\$19 99			
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	\$8 00	\$21 07	\$20 96	\$10 78	\$10 71			\$19 99	\$19 99	\$19 99	\$19 99			
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	\$8 00	\$21 07	\$20 96	\$10 78	\$10 71			\$19 99	\$19 99	\$19 99	\$19 99			
		Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	\$2 00	\$21 07	\$20 96	\$10 78	\$10 71			\$19 99	\$19 99	\$19 99	\$19 99			
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	\$11 89	\$21 07	\$20 96	\$10 78	\$10 71			\$19 99	\$19 99	\$19 99	\$19 99			
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	\$7 09	\$21 07	\$20 96	\$10 78	\$10 71			\$19 99	\$19 99	\$19 99	\$19 99			
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	\$34 87	\$21 07	\$20 96	\$10 78	\$10 71			\$19 99	\$19 99	\$19 99	\$19 99			
		Unbundled Loop Concentration - Digital 19 2 Kbps Data Loop Interface			UDL	ULCC7	\$10 51	\$21 07	\$20 96	\$10 78	\$10 71			\$19 99	\$19 99	\$19 99	\$19 99			
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	\$10 51	\$21 07	\$20 96	\$10 78	\$10 71			\$19 99	\$19 99	\$19 99	\$19 99			
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	\$10 51	\$21 07	\$20 96	\$10 78	\$10 71			\$19 99	\$19 99	\$19 99	\$19 99			
		INBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																		
		ONE OTHER, PROVISIONING ONLY - NO RATE																		
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX														
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE														
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN														
		Unbundled Contract Name, Provisioning Only - no rate			UEA,UHL,ULC	UNECN	\$0 00	\$0 00												
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,ULC,L,UDC	USBFQ	\$0 00	\$0 00												
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,ULC,L,UDL	USBFR	\$0 00	\$0 00												
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	\$0 00	\$0 00												
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	\$0 00	\$0 00												
		OOP MAKE-UP																		
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		\$35 00	\$35 00											
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		\$45 00	\$45 00											
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK	\$0 075													

UNBUNDLED NETWORK ELEMENTS
North Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES												
							Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1								
							First	Add'l	First	Add'l							SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
							Recurring	First	Add'l	First	Add'l													
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																								
LOOP MODIFICATION																								
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL,UHL,UCL,UEQ,ULS	ULM2L		\$64.85	\$64.85															
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS	ULM2G		\$339.84	\$339.84															
		Unbundled Loop Modification Removal of Load Coils - 4-W less than or equal to 18kft			UHL, UCL	ULM4L		\$64.85	\$64.85															
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18kft			UCL	ULM4G		\$339.84	\$339.84															
		Unbundled Loop Modification Removal of Bndged Tap Removal, per unbundled loop			UAL,UHL,UCL,UEQ,UEF,ULS	ULMBT		\$64.90	\$64.90															
SUB-LOOPS																								
Sub-Loop Distribution																								
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL	USBSA		\$498.09	\$498.09															
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL	USBSB		\$45.04	\$45.04															
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		\$313.01	\$313.01															
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		\$108.06	\$108.06															
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	\$7.99	\$126.03	\$54.54	\$71.13	\$10.16													
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	\$12.63	\$126.03	\$54.54	\$71.13	\$10.16													
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	\$14.43	\$126.03	\$54.54	\$71.13	\$10.16													
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$45.34	\$45.34															
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	\$9.23	\$156.52	\$79.66	\$78.56	\$13.53													
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	\$14.63	\$156.52	\$79.66	\$78.56	\$13.53													
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	\$16.73	\$156.52	\$79.66	\$78.56	\$13.53													
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$45.34	\$45.34															
		Sub-Loop 2-Wire IntraBuilding Network Cable (INC)			UEANL	USBR2	\$3.50	\$114.05	\$37.20	\$76.58	\$10.61													
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$45.34	\$45.34															
		Sub-Loop 4-Wire IntraBuilding Network Cable (INC)			UEANL	USBR4	\$3.75	\$127.67	\$50.82	\$78.71	\$10.69													
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		\$45.34	\$45.34															
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	\$7.33	\$137.10	\$60.24	\$76.58	\$10.81													
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	\$10.95	\$137.10	\$60.24	\$76.58	\$10.81													
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	\$12.36	\$137.10	\$60.24	\$76.58	\$10.81													
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$45.34	\$45.34															
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	\$7.14	\$162.24	\$85.38	\$78.56	\$13.53													
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	\$11.09	\$162.24	\$85.38	\$78.56	\$13.53													
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	\$12.63	\$162.24	\$85.38	\$78.56	\$13.53													
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		\$45.34	\$45.34															
Sub-Loop Feeder																								
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA,UDN,UC L,UDL,UDC	USBFW		498.09																
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA,UDN,UC L,UDL,UDC	USBFX		\$45.04	\$45.04															
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		\$523.51	\$11.31															
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFA	\$11.43	\$122.52	\$46.61	\$149.46	\$59.37													
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	\$18.35	\$122.52	\$46.61	\$149.46	\$59.37													
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	\$21.04	\$122.52	\$46.61	\$149.46	\$59.37													
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		\$45.34																
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	\$11.43	\$122.52	\$46.61	\$149.46	\$59.37													
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	\$18.35	\$122.52	\$46.61	\$149.46	\$59.37													
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	\$21.04	\$122.52	\$46.61	\$149.46	\$59.37													
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		\$45.34																
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	\$11.43	\$122.52	\$46.61	\$149.46	\$59.37													
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	\$18.35	\$122.52	\$46.61	\$149.46	\$59.37													
		Unbundled Sub-Loop Feeder Loop, 2-W Analog Reverse Battery, Voice Grade-Zone 3		3	UEA	USBFC	\$21.04	\$122.52	\$46.61	\$149.46	\$59.37													
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		\$45.34																
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	\$21.91	\$226.36	\$144.28															
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	\$35.92	\$226.36	\$144.28															
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFD	\$41.37	\$226.36	\$144.28															
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		\$45.34																

UNBUNDLED NETWORK ELEMENTS
North Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES						
							Nonrecurring			Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Recurring	First	Add'l	First	Add'l							SOMECC
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	\$21.91	\$226.36	\$144.28						\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	\$35.92	\$226.36	\$144.28						\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	\$41.37	\$226.36	\$144.28						\$19.99	\$19.99	\$19.99	\$19.99
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		\$45.34										
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	\$19.63	\$202.01	\$105.88						\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	\$31.61	\$202.01	\$105.88						\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	\$36.27	\$202.01	\$105.88						\$19.99	\$19.99	\$19.99	\$19.99
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		\$45.34										
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	\$19.63	\$202.01	\$105.88						\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	\$31.61	\$202.01	\$105.88						\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	\$36.27	\$202.01	\$105.88						\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	\$39.69	\$393.01	\$153.37						\$42.19	\$12.76		
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	\$67.36	\$393.01	\$153.37						\$42.19	\$12.76		
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	\$78.12	\$393.01	\$153.37						\$42.19	\$12.76		
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		\$45.34										
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	\$10.66	\$172.89	\$90.81						\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	\$16.44	\$172.89	\$90.81						\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	\$18.69	\$172.89	\$90.81						\$19.99	\$19.99	\$19.99	\$19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		\$45.34										
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	\$14.68	\$207.14	\$134.77						\$19.99	\$19.99	\$19.99	\$19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	\$23.74	\$207.14	\$134.77						\$19.99	\$19.99	\$19.99	\$19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	\$27.26	\$207.14	\$134.77						\$19.99	\$19.99	\$19.99	\$19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		\$45.34										
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	\$26.71	\$215.00	\$132.92						\$19.99	\$19.99	\$19.99	\$19.99
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	\$44.07	\$215.00	\$132.92						\$19.99	\$19.99	\$19.99	\$19.99
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	\$50.83	\$215.00	\$132.92						\$19.99	\$19.99	\$19.99	\$19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	\$26.71	\$215.00	\$132.92						\$19.99	\$19.99	\$19.99	\$19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	\$44.07	\$215.00	\$132.92						\$19.99	\$19.99	\$19.99	\$19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	\$50.83	\$215.00	\$132.92						\$19.99	\$19.99	\$19.99	\$19.99
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		\$45.34										
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	\$26.71	\$215.00	\$132.92						\$19.99	\$19.99	\$19.99	\$19.99
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	\$44.07	\$215.00	\$132.92						\$19.99	\$19.99	\$19.99	\$19.99
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	\$50.83	\$215.00	\$132.92						\$19.99	\$19.99	\$19.99	\$19.99
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		\$45.34										
		Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		\$353.95	\$12.20						\$26.94	\$12.76		
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		\$353.95	\$12.20						\$26.94	\$12.76		
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		\$557.78	\$14.23						\$26.94	\$12.76		
		Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	\$0.44	\$84.98	\$64.98						\$26.94	\$12.76		
		Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines		1	UENTW	UND12		\$86.37	\$56.69						\$26.94	\$12.76		
		Network Interface Device (NID) - 1-6 lines		1	UENTW	UND16		\$127.93	\$98.21						\$26.94	\$12.76		
		Network Interface Device Cross Connect - 2 W		1	UENTW	UNDC2		\$11.68	\$11.68						\$26.94	\$12.76		
		Network Interface Device Cross Connect - 4W		1	UENTW	UNDC4		\$11.68	\$11.68						\$26.94	\$12.76		
		UNBUNDLED LOOP CONCENTRATION																
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	\$398.41	\$652.26	\$652.26						\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	\$58.36	\$271.78	\$271.78						\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	\$439.73	\$652.25	\$652.25						\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	\$98.34	\$271.78	\$271.78						\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCT10	\$5.52	\$126.85	\$92.35	\$33.65	\$9.42				\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	\$8.77	\$21.11	\$21.00	\$10.81	\$10.74				\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	\$8.77	\$21.11	\$21.00	\$10.81	\$10.74				\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	\$2.18	\$21.11	\$21.00	\$10.81	\$10.74				\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	\$13.03	\$21.11	\$21.00	\$10.81	\$10.74				\$19.99	\$19.99	\$19.99	\$19.99

UNBUNDLED NETWORK ELEMENTS
North Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Nonrecurring		Nonrecurring			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
							Recurring	First	Add'l	First	Add'l						
							SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN					
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	\$7.77	\$21.11	\$21.00	\$10.81	\$10.74			\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	\$37.98	\$21.11	\$21.00	\$10.81	\$10.74			\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	\$11.51	\$21.11	\$21.00	\$10.81	\$10.74			\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	\$11.51	\$21.11	\$21.00	\$10.81	\$10.74			\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	\$11.51	\$21.11	\$21.00	\$10.81	\$10.74			\$19.99	\$19.99	\$19.99	\$19.99
UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																	
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	\$0.00	\$0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	\$0.00	\$0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	\$0.00	\$0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCQSF	\$0.00	\$0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	\$0.00	\$0.00									
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queued (Manual).			UMK	UMKLW		\$56.34	\$56.34								
		Loop Makeup - Preordering With Reservation, per spare facility queued (Manual).			UMK	UMKLP		\$58.56	\$58.56								
		Loop Makeup--With or Without Reservation, per working or spare facility queued (Mechanized)			UMK	PSUMK	\$1.04										