BELLSOUTH

ORIGINAL

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August 6, 2002

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COMMISSION CLERK
RECEIVED-FPSC

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

Re: Approval of the negotiated Interconnection, Unbundling, Resale, and Collocation agreement between BellSouth Telecommunications, Inc. ("BellSouth") and City of Gainesville, a municipal corporation d/b/a GRUCom 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 City of Gainesville, a municipal corporation d/b/a GRUCom are submitting to the Florida Public Service Commission their negotiated Interconnection, Unbundling, Resale, and Collocation 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 City of Gainesville, a municipal corporation d/b/a GRUCom. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated Interconnection, Unbundling, Resale, and Collocation agreement between BellSouth and City of Gainesville, a municipal corporation d/b/a GRUCom 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, and as such this agreement will be deemed effective by operation of law on November 4, 2002.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President (KH)

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
08262 AUG-6 02
FPSC-COMMISSION CLERK

BELLSOUTH/CLEC Agreement

Customer Name: City of Gainesville, a municipal corporation d/b/a GRUCom

Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

By and Between

BellSouth Telecommunications, Inc.

And

City of Gainesville, a municipal corporation d/b/a GRUCom

AGREEMENT

This Agreement is made by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, and City of Gainesville, a municipal corporation d/b/a GRUCom, ("GRUCom"), a Florida corporation, and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date"). This Agreement may refer to either BellSouth or GRUCom or both as a "Party" or "Parties."

W I T N E S S E T H

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

WHEREAS, GRUCom is or seeks to become an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Florida; and

WHEREAS, the Parties wish to resell BellSouth's telecommunications services and/or interconnect their facilities, purchase network elements and other services, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

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

1. **Purpose**

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The resale, access and interconnection obligations contained herein enable GRUCom to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that GRUCom will not be considered to have offered telecommunications services to the public in any state within BellSouth's region until such time as it has ordered services for resale or interconnection facilities for the purposes of providing business and/or residential local exchange service to customers.

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning on the Effective Date and shall apply to the state(s) of Florida. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 2.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

2.4 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 2.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to GRUCom pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to GRUCom pursuant to BellSouth's then current standard interconnection agreement. In the

event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

3. Ordering Procedures

3.1 GRUCom shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.

3.2 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate for the services ordered.

3.3 GRUCom shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

4. Parity

When GRUCom purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to GRUCom shall be at least equal in quality to that which BellSouth provides to itself. The quality of the interconnection between the networks of BellSouth and the network of GRUCom 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 GRUCom.

5. White Pages Listings

BellSouth shall provide GRUCom and their customers access to white pages directory listings under the following terms:

5.1 Listings. GRUCom shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include GRUCom residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between GRUCom and BellSouth subscribers.

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

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

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

5.3.2 No compensation shall be paid to GRUCom for BellSouth's receipt of GRUCom SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC'1s SLI, or costs on an ongoing basis to administer the release of GRUCom SLI, GRUCom shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

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

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

7.1 To the extent technically feasible, BellSouth maintains call detail records for GRUCom end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for GRUCom end users for the same length of time it maintains such information for its own end users.

7.2 GRUCom agrees that BellSouth will 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 GRUCom end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

7.3 Where BellSouth is providing to GRUCom telecommunications services for resale or providing to GRUCom the local switching function, then GRUCom agrees that in those cases where GRUCom receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to GRUCom end users, if GRUCom does not have the requested information, GRUCom will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

7.4 In all other instances, GRUCom will provide GRUCom end user and/or other customer information that is available to GRUCom in response to subpoenas and court orders for their own customer records. When BellSouth receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to GRUCom end users, BellSouth will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to GRUCom.

8. Liability and Indemnification

8.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible GRUCom revenues.

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

8.3 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor GRUCom shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

5.4 Unlisted/Non-Published Subscribers. GRUCom will be required to provide to BellSouth the names, addresses and telephone numbers of all GRUCom customers that wish to be omitted from directories.

5.5 Inclusion of GRUCom Customers in Directory Assistance Database. BellSouth will include and maintain GRUCom subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and GRUCom shall provide such Directory Assistance listings at no recurring charge. BellSouth and GRUCom will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.

5.6 Listing Information Confidentiality. BellSouth will accord GRUCom's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to GRUCom's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to GRUCom subscribers at no charge or as specified in a separate BAPCO agreement.

6. Bona Fide Request/New Business Request Process for Further Unbundling

If GRUCom is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of GRUCom, provide to GRUCom access to its network elements at any technically feasible point for the provision of GRUCom's telecommunications service where such access is necessary and failure to provide access would impair the ability of GRUCom to provide services that it seeks to offer. Any request by GRUCom for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following.

6.1 A Bona Fide Request/New Business Request shall be submitted in writing to GRUCom's Account Manager by GRUCom and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include GRUCom's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

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

8.4 Limitation of Liability.

8.4.1 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.

8.4.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer 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 Customer 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.

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

8.4.4 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.

8.5 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 customer 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.

8.6 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.

9. Intellectual Property Rights and Indemnification

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. GRUCom 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.

9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership 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.

9.3 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 and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.

9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in 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, but subject to the limitations of liability set forth below:

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

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

9.4.3 In the event 9.4.1 or 9.4.2 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.

9.5 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.

9.6 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.

10. Proprietary and Confidential Information

10.1 Proprietary and Confidential Information Defined. It may be necessary for BellSouth and GRUCom, 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 Discloser's"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.

10.2 Use and Protection of Information. Recipient shall use the Information solely for the purpose(s) of performing 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. " Affiliates" means any company that is owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto.

10.3 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.

10.4 Exceptions. Discloser's Information does not include: (a) any information publicly disclosed by Discloser; (b) 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 provided 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.

10.4.1 GRUCom has represented to BellSouth, and based upon such representation BellSouth acknowledges, that GRUCom is a municipal corporation subject to certain public disclosure laws pursuant to Florida Statutes. Notwithstanding

anything herein to the contrary, any information in GRUCom's posession that, in the reasonable opinion of counsel for GRU, is required to be disclosed under public records laws applicable to GRUCom shall be may be disclosed by GRUCom pursuant to such laws; provided, however, that in a timely manner and prior to such disclosure GRUCom shall notify BellSouth of any such required disclosure to afford BellSouth an opportunity to oppose such disclosure or protect such information through petition to the Commission, a court of competent jurisdiction, or other appropriate means. In light of GRUCom's obligations to comply with such public disclosure laws, in the event GRUCom requests information from BellSouth that is of a sensitive nature and that BellSouth deems Confidential Information, BellSouth may request that GRUCom review such information on BellSouth's premises, and GRUCom shall not copy or otherwise retain such Confidential Information. GRUCom's review of such information as described in this Section shall meet BellSouth's obligations to provide requested information to GRUCom pursuant to this Agreement.

10.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement 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 Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

10.6 Survival of Confidentiality Obligations. The parties' rights and obligations under this Section 10 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.

11. 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 company of the Party without the consent of the other Party. 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.

12. Resolution of Disputes

E cept as otherwise state[illegible] is Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves an rights it may have to seek judicial review of any ruling made by the Commissi n concerning is Agreement.

13. Taxes

13.1 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.

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

13.2.1 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.

13.2.2 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.

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

13.3.1 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.

13.3.2 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.

13.3.3 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.

13.3.4 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.

13.3.5 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.

13.3.6 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.

13.3.7 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.

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

13.4.1 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.

13.4.2 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.

13.4.3 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.

13.4.4 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.

13.4.5 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.

13.4.6 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.

13.4.7 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.

13.5 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.

14. 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.

15. Modification of Agreement

15.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to GRUCom any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. 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 interrelated 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 and for the identical term of such other agreement.

15.2 If GRUCom 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 GRUCom to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

15.3 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.

15.4 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).

15.5 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 GRUCom or BellSouth to perform any material terms of this Agreement, GRUCom 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 Section 12.

15.6 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 effective 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.

16. Waivers

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

17. Governing Law

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

18. 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.

19. Notices

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

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

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

GRUCom

GRUCom Business Manager, Sta. A-136
301 SE 4th Avenue
Gainesville, FL 32601

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

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

19.3 BellSouth shall provide GRUCom notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale.

20. Rule of Construction

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

21. Headings of No Force or Effect

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

22. Multiple Counterparts

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

23. Implementation of Agreement

If GRUCom is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the

Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

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. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, GRUCom shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by GRUCom.

25. 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, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by GRUCom. GRUCom shall elect said services by written request to its Account Manager if applicable.
Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)

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

BellSouth Telecommunications, Inc.

Gregory R Follensbee
Signature

Gregory R. Follensbee
Name

Senior Director
Title

3/13/02
Date

City of Gainesville a Municipal Corporation
d/b/a Gainesville Regional Utilities d/b/a GRU
Communication Service/GRUCom/GRU

Michael L. Kurtz
Signature

Michael L. Kurtz
Name

General Manager
Title

3-5-02
Date

Approved as to Form and Legality by:

Raymond O. Manasco, Jr.
Utilities Attorney

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.

Centralized Message Distribution System is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

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

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

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

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

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

Effective Date means the date that the Agreement is effective for purposes of terms and conditions and shall be the date of the last signature executing the Agreement. Rates shall be effective 30 days after the Effective Date. Future amendments for rate changes will also be effective 30 days after the Effective Date of the Amendment, which shall be the date of the last signature executing the Amendment. Other Charges and Credits will be mechanically created to adjust recurring rates previously billed in advance at the previous rates.

End User means the ultimate user of the telecommunications services.

End User Customer Location means the physical location of the premises where an end user makes use of the telecommunications services.

Exchange Message Interface is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

Information Service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such

capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)'s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

Intermediary function is defined as the delivery of traffic from GRUCom; a CLEC other than GRUCom or another telecommunications carrier through the network of BellSouth or GRUCom to an end user of GRUCom; a CLEC other than GRUCom or another telecommunications carrier.

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF:), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and

collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement.

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

Non-Intercompany Settlement System (NICS) is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points ("SCPs") are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps

transmission paths betw GRUCom designated Signaling Points of Interconnection that prov a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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 Communica s Act of 1934 (47, U.S.C. Section 1 et. seq.).

Attachment 1

Resale

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RESALE

1. Discount Rates

The discount rates applied to GRUCom purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit A. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. Definition of Terms

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

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

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

2.4 END USER means the ultimate user of the telecommunications services.

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

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

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

2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as GRUCom, may offer resold local exchange telecommunications service.

3. General Provisions

3.1 GRUCom may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations of services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

3.2 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the discount rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

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

3.3.1 GRUCom must resell services to other end users.

3.3.2 GRUCom must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.

3.3.3 GRUCom cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.

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

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

3.6 GRUCom will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.

3.7 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.

3.8 BellSouth maintains the right to serve directly any end user within the service area of GRUCom. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of GRUCom.

3.9 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

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

3.11 For the purpose of the resale of BellSouth's telecommunications services by GRUCom, BellSouth will provide GRUCom with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. GRUCom acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that GRUCom cancel its reservations of numbers. GRUCom shall comply with such request.

3.12 Further, upon GRUCom's request, and for the purpose of the resale of BellSouth's telecommunications services by GRUCom, BellSouth will reserve up to 100 telephone numbers per CLLIC, for GRUCom's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. GRUCom acknowledges that there may be instances where there is a shortage of telephone numbers in a

particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of GRUCom's reasonable need in that particular CLLIC.

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

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

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

3.16 BellSouth accepts no responsibility to any person for any unlawful act committed by GRUCom or its end users as part of providing service to GRUCom for purposes of resale or otherwise.

3.17 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users, pursuant to Section 7 of the General Terms and Conditions

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

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

3.18.2 Cause damage to BellSouth's plant;

3.18.3 Impair the privacy of any communications; or

3.18.4 Create hazards to any BellSouth employees or the public.

3.19 If GRUCom utilizes a BellSouth resold telecommunications service in a manner other than which the service was originally intended as described in BellSouth's retail tariffs, GRUCom has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

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

3.21 White page directory listings will be provided in accordance with Section 5 of the General Terms and Conditions.

3.22 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, GRUCom shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth GRUCom shall provide paper copies of customer record information within a reasonable period of time by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that GRUCom and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

3.23 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.

3.24 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Simplified Message Desk Interface - Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI")
- Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

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

3.24.1 BellSouth shall provide branding for, or shall unbrand, voice mail services to GRUCom per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.

3.25 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.26 If GRUCom requires a special assembly GRUCom agrees to pay the costs incurred by BellSouth for providing the requested special assembly. The costs will be provided to GRUCom prior to providing the service. Such costs could include both recurring and non-recurring charges and shall exclude cost attributable to marketing, billing collection or other costs that will be avoided by BellSouth in providing service to GRUCom.

3.27 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge is not discounted.

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

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

4. BellSouth's Provision of Services to GRUCom

4.1 GRUCom agrees that its resale of BellSouth services shall be as follows:

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

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

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

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

4.3 GRUCom may resell services only within the specific resale service area as defined in its certificate.

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

5. Maintenance of Services

5.1 GRUCom will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

5.2 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.3 GRUCom or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

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

5.5 GRUCom will be BellSouth's single point of contact for all repair calls on behalf of GRUCom's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

5.6 GRUCom will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.7 For all repair requests, GRUCom accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

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

5.9 P outh reserves the right to contact GRUCom's end users, if deemed necessary, for r nance purposes.

6. Establishment of Service

6.1 After receiving certification as a local exchange company from the appropriate re atory agency, GRUCom will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for GRUCom's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.

6.2 Service orders will be in a standard format designated by BellSouth.

6.3 When notification is received from GRUCom that a current end user of BellSouth will subscribe to GRUCom's service, standard service order intervals for the appropriate class of service will apply.

6.4 BellSouth will not require end user confirmation prior to establishing service for GRUCom's end user customer. GRUCom must, however, be able to demonstrate end user authorization upon request.

6.5 GRUCom will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from GRUCom to BellSouth or will accept a request from another CLEC for conversion of the end user's service from GRUCom to the other LEC. BellSouth will notify GRUCom that such a request has been processed.

6.6 If BellSouth determines that an unauthorized change in local service to GRUCom has occurred, BellSouth will reestablish service with the appropriate local service provider

and will assess GRUCom as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to GRUCom. These charges can be adjusted if GRUCom provides satisfactory proof of authorization.

6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.

6.7.3 Such security deposit may not exceed two months' estimated billing.

6.7.4 The fact that a security deposit has been made in no way relieves GRUCom from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.

6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6.7.6 In the event that GRUCom defaults on its account, service to GRUCom will be terminated and any security deposits held will be applied to its account.

6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

7. Payment And Billing Arrangements

7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for GRUCom. GRUCom is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National

Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

7.2 BellSouth shall bill GRUCom on a current basis all applicable charges and credits.

7.3 Payment of all charges will be the responsibility of GRUCom. GRUCom shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by GRUCom from GRUCom's end user. BellSouth will not become involved in billing disputes that may arise between GRUCom and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

7.4 BellSouth will render bills each month on established bill days for each of GRUCom's accounts.

7.5 BellSouth will bill GRUCom in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill GRUCom, and GRUCom will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.

7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.

7.6.2 If GRUCom requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to GRUCom.

7.6.3 Billing Disputes

7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within

sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution

7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

7.7 Upon proof of tax exempt certification from GRUCom, the total amount billed to GRUCom will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. GRUCom will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to GRUCom's end user.

7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber

Services Tariff and Section B2 of the Private Line Service Tariff. GRUCom will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.

7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to GRUCom.

7.10 BellSouth will not perform billing and collection services for om as a result o the execution of this Agreement. All requests for billing serv uld be referred the appropriate entity or operational group within BellSouth.

7.11 In general, BellSouth will not become involved in disputes between GRUCom and GRUCom's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, GRUCom shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with GRUCom to resolve the matter in as timely a manner as possible. GRUCom may be required to submit documentation to substantiate the claim.

8. Discontinuance of Service

8.1 The procedures for discontinuing service to an end user are as follows:

8.1.1 Where possible, BellSouth will deny service to GRUCom's end user on behalf of, and at the request of, GRUCom. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of GRUCom.

8.1.2 At the request of GRUCom, BellSouth will disconnect a GRUCom end user customer.

8.1.3 All requests by GRUCom for denial or disconnection of an end user for nonpayment must be in writing.

8.1.4 GRUCom will be made solely responsible for notifying the end user of the proposed disconnection of the service.

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

8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.

8.2 The procedures for discontinuing service to GRUCom are as follows:

8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by GRUCom of the rules and regulations of BellSouth's Tariffs.

8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to GRUCom, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by GRUCom to receive notices of noncompliance, and discontinue the provision of existing services to GRUCom at any time thereafter.

8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and GRUCom's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to GRUCom without further notice.

8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, GRUCom's services will be discontinued. Upon discontinuance of service on a GRUCom's account, service to GRUCom's end users will be denied. BellSouth will also reestablish service at the request of the end user or GRUCom upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. GRUCom is solely responsible for notifying the end user of the proposed disconnection of the service.

8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

9. Line Information Database (LIDB)

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

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

10. RAO Hosting

10.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit H of this Attachment.

10.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

11. Optional Daily Usage File (ODUF)

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for ODUF are as set forth in Exhibit H of this Attachment.

11.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit F. Rates for EODUF are as set forth in Exhibit H of this Attachment.

12.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

EXHIBIT A
Page 1

APPLICABLE DISCOUNTS

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

	DISCOUNT*		
STATE	RESIDENCE	BUSINESS	CSAs***
FLORIDA	21.83%	16.81%	

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

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

EXHIBIT A
Page 2

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

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

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

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

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	**Electronic** **Per LSR received from the CLEC by one of the OSS interactive interfaces**	**Manual** **Per LSR received from the CLEC by means other than one of the OSS interactive interfaces**
OSS LSR Charge	**$3.50**	**$19.99**
USOC	**SOMEC**	**SOMAN**

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event GRUCom 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.

Cancellation OSS Charge

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

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

Threshold Billing Plan

EXHIBIT A
Page 3

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

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

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

Exclusions and Limitations
On Services Available for Resale

	Type of Service	FL	
		Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes
2	Contract Service Arrangements	Yes	Yes
3	Promotions - > 90 Days(Note 2)	Yes	Yes
4	Promotions - < 90 Days (Note 2)	Yes	No
5	Lifeline/Link Up Services	Yes	Yes
6	911/E911 Services	Yes	Yes
7	N11 Services	Yes	Yes
8	AdWatch℠ Svc (See Note 6)	Yes	Yes
9	MemoryCall® Service	Yes	No
10	Mobile Services	Yes	No
11	Federal Subscriber Line Charges	Yes	No
12	Non-Recurring Charges	Yes	Yes
13	End User Line Charge – Number Portability	Yes	No
14	Public Telephone Access Service (PTAS)	Yes	Yes

Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
3. In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
   (a) the stated tariff rate, less the wholesale discount;
   (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
4. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
6. AdWatch℠ Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of GRUCom and pursuant to which BellSouth, its LIDB customers and GRUCom shall have access to such information. GRUCom understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of GRUCom, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:
1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify GRUCom of fraud alerts so that GRUCom may take action it deems appropriate. GRUCom understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by GRUCom pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to GRUCom for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

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

BellSouth's data and the Parties to this Agreement execute appropr[illegible]mendments hereto, the following terms and conditions shall apply:

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

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

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

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

II. TERM

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

III. FEES FOR SERVICE AND TAXES

A. GRUCom will not be charged a fee for storage services provided by BellSouth to GRUCom, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by GRUCom. GRUCom shall have the right to have BellSouth contest with the imposing jurisdiction, at GRUCom's expense, any such taxes that GRUCom deems are improperly levied.

IV. INDEMNIFICATION

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

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.

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

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

D. This Agreement constitutes the entire Agreement between GRUCom and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

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

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

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

RESALE ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 2000, between BellSouth Telecommunications, Inc. ("BellSouth"), and GRUCom ("GRUCom"), effective the _____ day of _____, 2000.

I. GENERAL

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

II. DEFINITIONS

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

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

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

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

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

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

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

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

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

III. RESPONSIBILITIES OF PARTIES

A. BellSouth will include billing number information associated resold exchange lines or SPNP arrangements in its LIDB. The GRUCom w: est any toll billing exceptions via the Local Service Request (LSR) form used r resold exchange lines, or the SPN? service request form used to order SPNI gements.

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

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

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

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

2. Determine whether the GRUCom has identified the billing number as one which should not be billed for collect or third number calls, or both.

RAO Hosting

1. RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to GRUCom by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

2. GRUCom shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3. Applicable compensation amounts will be billed by BellSouth to GRUCom on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4. GRUCom must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from GRUCom to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of GRUCom and will coordinate all associated conversion activities.

5. BellSouth will receive messages from GRUCom that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

6. BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from GRUCom.

7. All data received from GRUCom that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

8. All data received from GRUCom that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the

agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

9. BellSouth will receive messages from the CMDS network that are destined to be processed by GRUCom and will forward them to GRUCom on a daily basis.

10. Transmission of message data between BellSouth and GRUCom will be via CONNECT:Direct.

11. All messages and related data exchanged between BellSouth and GRUCom will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

12. GRUCom will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

13. Should it become necessary for GRUCom to send data to BellSouth more than sixty (60) days past the message date(s), GRUCom will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and GRUCom to notify all affected Parties.

14. In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or GRUCom) identified and agreed to, the company responsible for creating the data (BellSouth or GRUCom) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

15. Should an error be detected by the EMI format edits performed by BellSouth on data received from GRUCom, the entire pack containing the affected data will not be

processed by BellSouth. BellSouth will notify GRUCom of the error condition. GRUCom will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, GRUCom will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

16. In association with message distribution service, BellSouth will provide GRUCom with associated intercompany settlements reports (CATS and NICS) as appropriate.

17. In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

18. RAO Compensation

18.1 Rates for message distribution service provided by BellSouth for GRUCom are as set forth in Exhibit A to this Attachment.

18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.

18.3 Data circuits (private line or dial-up) will be required between BellSouth and GRUCom for the purpose of data transmission. Where a dedicated line is required, GRUCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. GRUCom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to GRUCom. Additionally, all message toll charges associated with the use of the dial circuit by GRUCom will be the responsibility of GRUCom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

18.4 All equipment, including modems and software, that is required on the GRUCom end for the purpose of data transmission will be the responsibility of GRUCom.

19. Intercompany Settlements Messages

19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by GRUCom as a facilities based provider of local exchange

telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between GRUCom and the involved company(ies), unless that company is participating in NICS.

19.2 Both traffic that originates outside the BellSouth region by GRUCom and is billed within the BellSouth region, and traffic that originates within BellSouth region and is billed outside the BellSouth region by GRUCom, is covered by this Agreement (CATS). Also covered is traffic that either is originated billed by GRUCom, involves a company other than GRUCom, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

19.3 Once GRUCom is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of GRUCom. BellSouth will distribute copies of these reports to GRUCom on a monthly basis.

19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of GRUCom. BellSouth will distribute copies of these reports to GRUCom on a monthly basis.

19.6 BellSouth will collect the revenue earned by GRUCom from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents ($0.05), on behalf of GRUCom. BellSouth will remit the revenue billed by GRUCom to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on GRUCom. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to GRUCom via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

19.7 BellSouth will collect the revenue earned by GRUCom within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of GRUCom. BellSouth will remit the revenue billed by GRUCom within the BellSouth region to the CLEC also within the BellSouth region, where the messages

originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to GRUCom via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

Optional Daily Usage File

1. Upon written request from GRUCom, BellSouth will provide the Optional Daily Usag: File (ODUF) service to GRUCom purs: nt to the terms and conditions set forth his section.

2. GRUCom shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

3. The Optional Daily Usage Feed will contain billable messag: were carrie the BellSouth Network and processed in the BellSouth Billir: , but bille GRUCom customer.

   Charges for delivery of the Optional Daily Usage File will appear on GRUCom monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5. Messages that error in GRUCom's billing system will be the responsibility of GRUCom. If, however, GRUCom should encounter significant volumes of errored messages that prevent processing by GRUCom within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to GRUCom:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service
- N11

- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to GRUCom.

6.1.4 In the event that GRUCom detects a duplicate on Optional Daily Usage File they receive from BellSouth, GRUCom will drop the duplicate message (GRUCom will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to GRUCom via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and GRUCom for the purpose of data transmission. Where a dedicated line is required, GRUCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. GRUCom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to GRUCom. Additionally, all message toll charges associated with the use

of the dial circuit by GRUCom will be the responsibility of GRUCom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on GRUCom end for the purpose of data transmission will be the responsibility of GRUCom.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to GRUCom which BellSouth RAO that is sending the message. BellSouth and GRUCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by GRUCom and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 GRUCom will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. GRUCom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to GRUCom by BellSouth.

6.5 Control Data

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

6.6 Testing

6.6.1 Upon request from GRUCom, BellSouth shall send test files to GRUCom for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that GRUCom set

up a production (LIVE) file. The live test may consist of GRUCom's employees making test calls for the types of services GRUCom requests on the Optional Daily Usage File. These test calls are logged by GRUCom, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from GRUCom, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to GRUCom pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2. The GRUCom shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on GRUComs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6. Messages that error in the billing system of GRUCom will be the responsibility of GRUCom. If, however, GRUCom should encounter significant volumes of errored messages that prevent processing by GRUCom within its systems, BellSouth will work with GRUCom to determine the source of the errors and the appropriate resolution.

7. The following specifications shall apply to the Optional Daily Usage Feed.

7.1 Usage To Be Transmitted

7.1.1 The following messages recorded by BellSouth will be transmitted to GRUCom:

Customer usage data for flat rated local call originating from GRUCom's end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

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

Billing Indicators
Bill to Number

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to GRUCom.

7.1.3 In the event that GRUCom detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, GRUCom will drop the duplicate message (GRUCom will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to GRUCom over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among GRUCom's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and GRUCom for the purpose of data transmission. Where a dedicated line is required, GRUCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. GRUCom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to GRUCom. Additionally, all message toll charges associated with the use of the dial circuit by GRUCom will be the responsibility of GRUCom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on GRUCom's end for the purpose of data transmission will be the responsibility of GRUCom.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to GRUCom which BellSouth RAO that is sending the message. BellSouth

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

RESALE DISCOUNTS AND RATES

		FLORIDA
APPLICABLE DISCOUNTS		
RESIDENCE		21.83%
BUSINESS		16.81%
CSAs*		
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES		
ELEMENT	USOC	
Electronic LSR	SOMEC	$3.50
Manual LSR	SOMAN	$19.99
ODUF/EODUF/CMDS RATES		
ENHANCED OPTION DAILY USAGE FILE (EODUF)		
EODUF: Message Processing, per message		0.229109
OPTIONAL DAILY USAGE FILE (ODUF)		
ODUF: Recording, per message		0.0000071
ODUF: Message Processing, per message		0.006835
ODUF: Message Processing, per Magnetic Tape provisioned		48.96
ODUF: Data Transmission (CONNECT:DIRECT), per msg		0.00010811

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1. This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to GRUCom in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit D of this Agreement. As an option, deaveraged rates, where available, are included in Exhibit D. Where deaveraged rates are available, GRUCom is required to choose either deaveraged rates, which are zone specific, or statewide rates.

1.2. For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements will be consistent with the requirements of the FCC 319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.2.1. Except as otherwise required by law, BellSouth shall not impose limitation restrictions or requirements or request for the use of the network elements or combinations that would impair the ability of GRUCom to offer telecommunications service in the manner GRUCom intends.

1.2.2. Except upon request by GRUCom, BellSouth shall not separate requested network elements that BellSouth currently combines.

1.2.2.1. Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location.

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

1.4. GRUCom may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner GRUCom chooses to provide telecommunication services to its intended users, including recreating existing

BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by GRUCom for combining to the designated GRUCom collocation space. The network elements shall be provided as set forth in this Attachment.

1.5. Subject to applicable and effective FCC Rules and Orders as well as effective State Commission Orders, BellSouth will offer combinations of network elements pursuant to such orders. BellSouth will provide the following combined network elements for purchase by GRUCom. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:

- SL2 loop and cross connect
- Port and cross connect
- Port and cross connect and common (shared) transport
- Port and vertical features
- SL2 Loop with loop concentration
- Port and common (shared) transport
- SL2 Loop and LNP

1.6. BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.7. In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.

1.8 GRUCom will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

1.8.1 Not withstanding Section 1.8, BellSouth shall provide normal cooperative testing at the MPOE/DMARC or Central Office horizontal and vertical MDF points, for service maintenance Trouble Tickets opened by GRUCom where BellSouth determines that a trouble is located in the BellSouth network and requires a dispatch to a BellSouth work group for resolution. Once the trouble is isolated and resolved BellSouth will

call the GRUCom Toll Free Tech Line to perform normal cooperative testing with a GRUCom technician. The BellSouth technician will provide and/or perform generally accepted maintenance and troubleshooting measures which support the loop characteristics for the particular loop as outlined in TR73600 including:

- Placing a short tip and ring conductors;
- Listening for tone;
- Provide ground on tip and ring;
- Provide loops with industry standard test equipment which supports testing to ensure loops perform to the characteristics of the particular loop as outlined in TR73600.

Normal acceptance testing is not billable when the testing as outlined above does not exceed 15 minutes or as agreed to by BellSouth. Additional Cooperative test charges as outlined in FCC No. 1 Tariff will be billed to Northpoint for testing which exceeds 15 minutes.

Once contacted by BellSouth, if CLEC is not available to perform acceptance testing within 15 minutes of the time of loop turn up by BellSouth, then CLEC may request and BellSouth, if mutually agreed to, will require the BellSouth technician to standby. CLEC would then be required to pay standby charges as provided for in FCC#1.

If BellSouth is unable to contact a CLEC employee to perform acceptance testing at the time of loop turn up (placed on hold for more than 10 minutes, reaches voice mail or other recording, no answer or repeated busy conditions), BellSouth will test the loop to ensure the loop is provisioned according to requirements of TR73600 for the type of loop requested by CLEC and will close the trouble report. BellSouth and will have no further obligation to perform normal acceptance testing of the provisioned loop.

If the Acceptance Test fails loop test parameters, as defined by TR73600 for the loop being provisioned, the BellSouth technician will take any or all reasonable steps to immediately resolve the problem, if possible, with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, BellSouth will re-contact the CLEC representative to repeat the Acceptance Test. If a discrepancy occurs between BellSouth's testing of the loop and Northpoint's testing of the loop, which is not resolved by either parties' technicians, Northpoint may escalate to a designated BellSouth Manager. BellSouth will work cooperatively with Northpoint to resolve such discrepancy.

CLEC may request a dispatch to perform testing that BellSouth determines is not required for provisioning the service but will be charged for additional labor and or additional cooperative acceptance testing as outlined in the FCC #1 tariff. BellSouth and CLEC will mutually agree on a scheduled date and time for this additional testing to occur.

1.8.2 For chronic or intermittent maintenance issues, BellSouth will provide a contact person/group in the UNE center to work cooperatively with Northpoint to take all steps necessary to resolve the chronic condition and restore the particular loop type so as to meet the loop standards outlined in TR73600.

1.8.3 In all cases Bell South Technicians will be equipped to cooperative test both copper base and fiber BRI/DLC UNE loops to ensure the loop performs to the standards outlined in TR73600.

1.9 Standards for Network Elements

1.9.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

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

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

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

2.1 Unbundled Loops

2.1.1 Definition

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

test access functionality, including without limitation, smart jacks, for both voice and data.

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

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

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

2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which GRUCom requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. GRUCom may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If GRUCom specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

2.1.7 Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by GRUCom, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5.1.1, will apply. If GRUCom cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4, unless such cancellation occurs because BellSouth was not ready to provision the cancelled order within time intervals pursuant to this Attachment 2.

2.1.8 If GRUCom modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be

reimbursed by GRUCom, except when such modification by GRUCom are made necessary due an error by BellSouth. For purposes of Section 2.1.8 BellSouth errors include, but are not limited to, incorrect connecting facility assignment (CFA), or other BellSouth record errors.

2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.1.10 SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If GRUCom requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

2.1.11 SL2 loops shall have test points, with or without conditioning, will be designed with a design layout record provided to GRUCom, and will be provided with OC. The OC feature will allow GRUCom to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.1.12 BellSouth will also offer Unbundled Digital Loops (UDL), which include: ISDN Digital Loop, ADSL, HDSL, UCL, and UDC loops. These loops will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination (except the Universal Digital Channel loop where the feature is a chargeable option) and a Design Layout Record (DLR).

Due to technical limitations associated with certain DLC systems, some ISDN-capable loops that are provisioned using DLC systems may not support IDSL (Integrated Digital Subscriber Line) service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.

Instead, BellSouth agrees to offer the Universal Digital Channel (UDC) loop as a part of its Unbundled Digital Loop offerings. The UDC loop is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

Like the ISDN-capable loop, the UDC loop may be provisioned on copper or through a DLC system. However, when UDC loops are provisioned on time slots that are compatible with data-only services such as IDSL.

2.1.13 As a chargeable option on all loops except UVL-SL1, Universal Digital Channel (UDC) and Unbundled Copper Loop (UCL), BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow GRUCom the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.14 GRUCom will be responsible for testing and isolating troubles on the loops. Once GRUCom has isolated a trouble to the BellSouth provided loop, GRUCom will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists, as determined by the cooperative maintenance testing set out in Section 1.8 of this attachment. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

2.1.15 If GRUCom reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge GRUCom for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.16 If GRUCom reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge GRUCom for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.17 In addition to the UVLs and UDLs, BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL will be a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters, may have up to an additional 6kft of bridged tap and will have up to 1300 ohms of resistance. The long UCL (beyond 18kft) will be any dry copper pair longer than 18kft and may have up to an additional 12kft of bridged tap and up to 2800 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

2.1.17.1 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

2.1.17.2 The L is a dry cooper loop and is not intended to support any particular telecommunications service. GRUCom may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate

terminal equipment of GRUCom's choosing. GRUCom will determine the type of service that will be provided over the loop.

2.1.17.3 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

2.1.17.4 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.

2.1.17.5 BellSouth agrees to provide installation testing (other than switch based testing) needed to assure that loops delivered by BellSouth are provided in accordance with BellSouth's Technical Reference 73600.

2.1.18 Technical Requirements

2.1.18.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). BellSouth has provided additional loops types (i.e., UCL and UDC) to support data services that may be required by GRUCom, such as SDSL or IDSL. If a requested loop type is not available, then the CLEC may either use, at GRUCom's discretion, the Unbunlded Loop Modifications (ULM) process in Section 2.2 of this agreement or the Special Construction (SC) process to request that BellSouth place facilities or otherwise modify facilities in order to meet GRUCom's request.

2.1.18.2 GRUCom will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

2.1.18.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by GRUCom will be consistent with industry standards and BellSouth's TR73600.

2.1.18.4 GRUCom may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if

GRUCom orders an ISDN capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by GRUCom using the Special Construction process or the ULM process. BellSouth will only support that the loop has copper continuity and balanced tip and ring.

2.1.18.5 In those cases where GRUCom has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL, in Section 2.1.17 of this agreement.

2.1.18.6 Loops ordered by GRUCom shall be provided to in accordance BellSouth's TR73600 Unbundled Local Loop Technical Specification and ble industry standard technical references.

2.2 Unbundled Loop Modifications (ULM) / Loop Conditioning

2.2.1 Subject to applicable and effective FCC rules and orders, and consistent with Section 2.1, above. BellSouth shall condition loops, as requested by GRUCom, whether or not BellSouth offers advanced services to the End User on that loop.

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

2.2.3 BellSouth shall recover the cost of line conditioning requested by GRUCom through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).

2.3. Integrated Digital Loop Carriers

2.3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements at no charge to GRUCom to permit GRUCom to order a contiguous local loop. For example, BellSouth will attempt to 1., roll to universal DSL, 2., roll to parallel copper, 3., re-route a nearby feeder facility, 4., re-route the IDLC through an existing DCS, or 5., side-door through a capable switch. Options 4 and 5 above are only applicable to designed loop offerings. To the extent it is technically feasible, these arrangements will provide GRUCom with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) or the LMU process to determine the additional costs required to provision the loop

facilities. GRUCom will then have the option of paying the one-time SC rates to place the loop facilities or GRUCom may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

2.4 Network Interface Device

2.4.1 Definition

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

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

2.4.3 Access to Network Interface Device (NID)

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

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

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

2.4.3.4. Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., GRUCom, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

2.4.3.5. In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors, without state regulatory requirement, without providing prior notice to the other Party, and without appropriately capping off and guarding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting party to properly ground the other party's loop, maintain the NID, and assume full liability for its action and any adverse consequences.

2.4.3.6. In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.4.3.7. In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.4.3.8. Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with GRUCom to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.

2.4.3.9. Upon installation of the unbundled loop that requires a BellSouth technician to be dispatched to the end user's location (i.e. when installing a new circuit), or during a maintenance/repair dispatch, BellSouth will tag the circuit at the BellSouth demarc in order for GRUCom to identify the correct binding post or terminal location. BellSouth and GRUCom may mutually agree to adopt other methods of providing demarc information in addition to the above. Otherwise, GRUCom may request BellSouth to dispatch an order to tag the loop and would pay a time and materials charge for this effort (i.e. when facilities are being reused.)

2.4.4 Technical Requirements

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

2.4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to GRUCom's NID, consistent with the NID's function at the Effective Date of this Agreement.

2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. GRUCom may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8.

2.4.4.4 When GRUCom deploys its own local loops with respect to multiple-line termination devices, GRUCom shall specify the quantity of NIDs connections that it requires within such device.

2.4.5 Interface Requirements

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

2.5 Unbundled Loop Concentration (ULC) System

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

2.5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and may connect to GRUCom at GRUCom's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.6 Sub-loop Elements

2.6.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL), Unbundled Subloop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and section 251(c) (3) of the Act, to the subloop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.

2.6.2 Subloop components include but are not limited to the following:

2.6.2.1 Unbundled Sub-Loop Distribution;

2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

2.6.2.3 Unbundled Network Terminating Wire; and

2.6.2.4 Unbundled Sub-Loop Feeder.

2.6.3 Unbundled Sub-Loop (distribution facilities)

2.6.3.1 Definition

2.6.3.2 Subject to applicable and effective FCC rules and orders, unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. There are two offerings available for Unbundled Sub-Loops (USL):

2.6.3.3 Unbundled Sub-Loop Distribution (USL-D) will include the sub-loop facility from the cross-box in the sub-loop to and including the point of demarcation.

2.6.3.4 BellSouth will also provide sub-loop interconnection to the intrabuilding network cable (INC) (riser cable). INC is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC (riser cable) will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.

2.6.4. Requirements for Unbundled Sub-Loop Distribution Facilities

2.6.4.1 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services. The Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.6.4.2 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, GRUCom would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to GRUCom's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. GRUCom's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.

2.6.4.3 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where GRUCom has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in the next section 2.6.4.4 . If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 2.6.4.4) to accommodate GRUCom's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. GRUCom will then have the option of paying the one-time SC charge to modify the facilities to meet GRUCom's request.

2.6.4.4 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.

2.6.5 Interface Requirements

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

2.6.6 **Unbundled Sub-Loop Concentration System (USLC)**

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

2.6.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of GRUCom's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of GRUCom's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation

space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

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

2.6.7 Unbundled Network Terminating Wire (UNTW)

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

2.6.7.2 Definition

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

2.6.7.3 Requirements

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

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

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

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

2.6.7.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the CLEC.

2.6.8 Technical Requirements

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

2.7 Dark Fiber

2.7.1 Definition

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

2.7.2 Requirements

2.7.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two –year planning period, there is no requirement to provide said fiber to GRUCom.

2.7.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at GRUCom's request subject to time and materials charges.

2.7.2.3 GRUCom may test the quality of the Dark Fiber to confirm its usability and performance specifications.

2.7.2.4 BellSouth shall use its best efforts to provide to GRUCom information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a

records based answer and twenty (20) business days for a field based answer, after receiving a request from GRUCom ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for GRUCom's use and may not allow any other party to use such media, including BellSouth.

2.7.2.5 BellSouth shall use its best efforts to make Dark Fiber available to GRUCom within thirty (30) business days after it receives written confirmation from GRUCom that the Dark Fiber previously deemed available by BellSouth is wanted for use by GRUCom. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable GRUCom to connect or splice GRUCom provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

2.7.2.6 Dark Fiber shall meet the manufacturer's design specifications.

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

2.8 Rates

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

2.9 Operational Support Systems (OSS)

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

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

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

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	FL, KY, TN

OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	$19.99 SOMAN

2.9.2 Denial/Restoral OSS Charge

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

2.9.3 Cancellation OSS Charge

GRUCom will incur an OSS charge for an accepted LSR that is later canceled by GRUCom, unless such charge is caused by a BellSouth error. Standard procedures for billing dispute resolutions will apply.

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

2.9.4 Network Elements and Other Services Manual Additive

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

2.10 Preordering Loop Makeup (LMU)

2.10.1 Description of Service

2.10.1.1 BellSouth shall make available to GRUCom loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a *preordering* transaction, distinct from GRUCom 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.

2.10.1.1 BellSouth will provide GRUCom 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 devises, feeder/distribution interfaces, bridge taps, load coils, pair-gain

devices; the loop length; and the wire gauge. The LMUSI may be utilized by GRUCom 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 GRUCom and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

2.10.1.2 BellSouth's LMU information is provided to GRUCom 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.

2.10.1.3 Targeted deployment of this service commences in the month of July, 2000 for manual LMU. Mechanized LMU is available for limited deployment at the end of July, 2000 to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth.

2.10.2 Submitting Loop Makeup Service Inquiries

2.10.2.1 GRUCom 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 GRUCom determines that it needs further loop data information in order to make a determination of loop service capability, GRUCom may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.10.3.

2.10.2.2 **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.

2.10.3 LMUSI Types & Associated Charges

GRUCom may request LMU information by submitting LMUSIs in accordance with the rate elements listed in Exhibit D to this Attachment.

2.10.3.1 GRUCom will be assessed a nonrecurring charge for each facility queried as specified in the table above. Rates for all states are interim and subject to true-up pending approval of final rates by the respective State Commissions. True-ups will be retroactive to the effective date of this Agreement.

2.10.3.2 GRUCom may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which GRUCom does not plan to place a UNE local service

request (LSR) should be cancelled by GRUCom. Should GRUCom wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).

2.10.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to GRUCom for the facility queried. During this holding time and prior to GRUCom's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth.

2.10.3.4 If GRUCom does not submit an LSR for a UNE service order 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.

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

2.10.4 Ordering of Other UNE Services

2.10.4.1 Whenever GRUCom has reserved a facility through BellSouth's preordering LMU service, should GRUCom seek to place a subsequent UNE LSR on a reserved facility, GRUCom shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR., GRUCom will be billed the appropriate rate element for the specific type UNE loop ordered by GRUCom as set forth in this Attachment. GRUCom will not be billed any additional Loop Makeup charges for the loop so ordered. Should GRUCom choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, GRUCom will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Markup charges as set forth in this Attachment. Rates are provided in the UNE Rate Exhibits for Attachment 2.

2.10.4.2 Where GRUCom submits an LSR to order facilities reserved during the LMUSI process, BellSouth will assign to GRUCom the facility reserved as indicated on the return of the LMU by the RESID/FRN whenever GRUCom places an order utilizing such reservations. For those occasions when BellSouth's assignment system cannot assign the specific facility reserved by GRUCom during the LMU pre-ordering transaction, due to incomplete or incorrect information provided by GRUCom during the ordering process, BellSouth will assign to GRUCom, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by GRUCom. If the ordered loop type is not available, GRUCom may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

2.10.4.3 BellSouth offers LMU information for the sole purpose of allowing GRUCom to determine whether, in CLEC's judgment, BellSouth's loops will support the specific

services that GRUCom wishes to provide over those loops. GRUCom 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, GRUCom 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. GRUCom bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. GRUCom bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with GRUCom's equipment for accomplishing GRUCom's end goal for the intended service it wishes to provide its end-user(s). GRUCom is fully responsible for any of service configurations that may differ from BellSouth's technical standards for the loop type ordered.

2.11 HIGH FREQUENCY SPECTRUM NETWORK ELEMENT

2.11.1 GENERAL

2.11.1.1 BellSouth shall provide GRUCom access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Section 4 herein. BellSouth shall provide GRUCom with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

2.11.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow GRUCom the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. GRUCom shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. GRUCom shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

2.11.1.3 The following loop requirements are necessary for GRUCom to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or

similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and GRUCom shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 4.0. BellSouth will condition loops to enable GRUCom to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and GRUCom shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If GRUCom requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, GRUCom shall pay for the loop to be restored to its original state.

2.11.1.4 GRUCom's termination point is the point of termination for GRUCom's or the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect the GRUCom's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the GRUCom's xDSL equipment in the GRUCom's collocation space.

2.11.1.5 GRUCom shall have access to the Splitter for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.

2.11.2 PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTER SPACE

2.11.2.1 BellSouth will provide GRUCom with access to the High Frequency Spectrum as follows:

2.11.2.2 BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, GRUCom and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 28, 2000, in accordance with the schedule set forth in Exhibit C of this Agreement. Once all splitters ordered by all CLECs on or before April 28, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of GRUCom's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will

serve as reasonable notice. BellSouth and GRUCom will re-evaluate this forty-two (42) day interval on or before August 1, 2000.

2.11.2.3 After June 6, 2000, once a splitter is installed on behalf of GRUCom in a central office, GRUCom shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

2.11.2.4 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide GRUCom access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide GRUCom with a carrier notification letter at least 30 days before of such change and shall work collaboratively with GRUCom to select a mutually agreeable brand of splitter for use by BellSouth. GRUCom shall thereafter purchase ports on the splitter as set forth more fully below.

2.11.2.5 BellSouth will install the splitter in (i) a common area close to the GRUCom collocation area, if possible; or (ii) in a BellSouth relay rack as close to the GRUCom DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified GRUCom DS0 at such time that a GRUCom end user's service is established. . The parties shall work collaboratively towards providing GRUCom the ability to hard wire rather than cross connect to the splitter data ports.

2.11.2.6 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service. In the event the end-user terminates its BellSouth provided voice service for any reason, and GRUCom desires to continue providing xDSL service on such loop, GRUCom shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and GRUCom desires to continue providing xDSL service on such loop, GRUCom shall be required to purchase the full stand-alone loop unbundled network element. BellSouth shall give GRUCom notice in a reasonable time prior to disconnect, which notice shall give GRUCom an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the mode of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and GRUCom purchases the full stand-alone loop, GRUCom will pay the appropriate recurring and non-recurring rates for such loop as set forth in Attachment 2 of the Agreement.

2.11.2.7 GRUCom and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and GRUCom agree that GRUCom is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide GRUCom with access to feeder subloops at UNE prices. BellSouth and GRUCom will work together to establish methods and procedures for providing GRUCom access to the High Frequency Spectrum over fiber fed digital loop carriers.

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

2.11.2.9 To order the High Frequency Spectrum on a particular loop, GRUCom must have a DSLAM, or access to a DSLAM, that serves the end-user of such loop. BellSouth shall allow GRUCom to order splitters in central offices where GRUCom is in the process of collocating or augmenting their current collocation arrangement. BellSouth will begin billing GRUCom the Recurring and Non-Recurring charges associated with the splitter once notification of the completed splitter installation is provided to GRUCom by BellSouth via the splitter completion notice. BellSouth will install these splitters within the interval provided in paragraph 16.2.1.1.

2.11.2.10 BellSouth will devise a splitter order form that allows GRUCom to order a portion of the shelf or a full shelf of splitter ports.

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

2.11.2.12 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When GRUCom submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time. BellSouth will return a FOC in two (2) business days for orders that do not flow-through. BellSouth will provide GRUCom with access to the High Frequency Spectrum at the following target intervals:

2.11.2.12.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at the same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

Upon BellSouth's deployment of real time, flow through ordering systems references in 16.2.1.12, BellSouth will provide FOCs and error notifications to

GRUCom in real time, or as close to real time as possible, and in no event greater than a monthly average of 4 hours.

2.11.2.13 GRUCom will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum. GRUCom and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. In particular, BellSouth will work with GRUCom to develop a real-time, mechanized, integratable preordering and ordering functionality with real-time flow through functionality with a target of the 4th Quarter 2000.

2.11.3 MAINTENANCE AND REPAIR

2.11.3.1 GRUCom shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. GRUCom may access the loop at the point where the combined voice and data signal exits the central office splitter.

2.11.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. GRUCom will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

2.11.3.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call GRUCom. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).

2.11.3.4 BellSouth and GRUCom will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which GRUCom has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.

2.11.3.4.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

2.11.3.4.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and

testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

2.11.3.4.3 BellSouth and GRUCom will work together to provide GRUCom the ability to have remote access to BellSouth's testing capability on a nondiscriminatory basis for those loops where GRUCom has access to the High Frequency Spectrum.

2.11.3.5 In the event GRUCom's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify GRUCom and allow twenty-four (24) hours to cure the trouble. If GRUCom fails to resolve the trouble, BellSouth may discontinue GRUCom's access to the High Frequency Spectrum on such loop.

2.11.4 PRICING

2.11.4.1 BellSouth and GRUCom agree to the interim rates for the High Frequency Spectrum in Exhibit D. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum, BellSouth will provide cost studies for that state for the High Frequency Spectrum upon GRUCom's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

2.11.4.2 BellSouth and GRUCom enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or GRUCom may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or GRUCom may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or GRUCom might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide GRUCom with access to the High Frequency Spectrum. The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

3. Switching

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

3.1 Local Switching

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

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

3.1.2. Local Circuit Switching Capability, including Tandem Switching Capability

3.1.2.1 Definition

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

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

3.1.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for GRUCom when GRUCom serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the

following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

3.1.4 In the event that GRUCom orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office listed on Exhibit A, BellSouth's sole recourse shall be to charge GRUCom a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge GRUCom the local services resale rate for use of all Combinations used to provide the affected facilities to GRUCom.

3.1.5 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by GRUCom. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.

3.1.6 BellSouth will provide to GRUCom customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 of Attachment 2; (iii) for GRUCom's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by GRUCom. GRUCom customers may use the same dialing arrangements as BellSouth customers.

3.1.7 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.

3.1.8 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.

3.1.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to GRUCom purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. GRUCom customers may use the same dialing arrangements as BellSouth customers, but obtain a GRUCom branded service.

3.2 Technical Requirements

3.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.

3.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.

3.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

3.2.1.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Center. Any other routing requests by GRUCom will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

3.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

3.2.1.5 BellSouth shall activate service for an GRUCom customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to GRUCom's services without loss of switch feature functionality as defined in this Agreement.

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

3.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

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

3.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.

3.2.1.10 Special Services provided by BellSouth will include the following:

3.2.1.10.1 Telephone Service Prioritization;

3.2.1.10.2 Related services for handicapped;

3.2.1.10.3 Soft dial tone where required by law; and

3.2.1.10.4 Any other service required by law.

3.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

3.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

3.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to GRUCom, upon a reasonable request from GRUCom. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.

3.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:

3.2.1.14.1 Basic and primary rate ISDN;

3.2.1.14.2 Residential features;

3.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);

3.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

3.2.1.14.5 Advanced intelligent network triggers supporting GRUCom and BellSouth service applications.

3.2.2 BellSouth shall offer to GRUCom all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

3.2.2.1 Off-Hook Immediate

3.2.2.2 Off-Hook Delay

3.2.2.3 Termination Attempt

3.2.2.4 6/10 Public Office Dialing Plan

3.2.2.5 Feature Code Dialing

3.2.2.6 Customer Dialing Plan

3.2.3 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to GRUCom:

3.2.3.1 Private EAMF Trunk

3.2.3.2 Shared Interoffice Trunk (EAMF, SS7)

3.2.3.3 N11

3.2.3.4 Automatic Route Selection

3.2.4 Where capacity exists, BellSouth shall assign each GRUCo omer line the class of service designated by GRUCom (e.g., using line class codes . ther switch specific provisioning methods), and shall route directory assistance calls from GRUCom customers to GRUCom directory assistance operators at GRUCom's option.

3.2.5 Where capacity exists, BellSouth shall assign each GRUCom customer line the class of services designated by GRUCom (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from GRUCom customers to GRUCom operators at GRUCom's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an GRUCom Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

3.2.6 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.

3.2.7 Interface Requirements

3.2.7.1 BellSouth shall provide the following interfaces to loops:

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

3.2.7.1.2 Coin phone signaling;

3.2.7.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

3.2.7.1.4 Two-wire analog interface to PBX;

3.2.7.1.5 Four-wire analog interface to PBX;

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

3.2.7.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;

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

3.2.7.1.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

3.2.7.2 BellSouth shall provide access to the following but not limited to:

3.2.7.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by GRUCom;

3.2.7.2.2 Interface to GRUCom operator services systems or Operator Services through appropriate trunk interconnections for the system; and

3.2.7.2.3 Interface to GRUCom Directory Assistance Services through the GRUCom switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other GRUCom required access to interexchange carriers as requested through appropriate trunk interfaces.

3.3 Tandem Switching

3.3.1 Definition

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

3.3.2 Technical Requirements

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

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

3.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by GRUCom and BellSouth;

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

3.3.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by GRUCom;

3.3.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

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

3.3.2.1.5.2 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

3.3.2.1.6 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.

3.3.2.1.7 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

3.3.2.1.8 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

3.3.2.1.9 Tandem Switching shall record billable events and send them to the area billing centers designated by GRUCom. Tandem Switching will provide recording of all billable events as jointly agreed to by GRUCom and BellSouth.

3.3.2.1.10 Upon a reasonable request from GRUCom, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to GRUCom.

3.3.2.1.11 BellSouth shall maintain GRUCom's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

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

3.3.2.1.13 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by GRUCom and BellSouth.

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

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

3.3.2.2 Interface Requirements

3.3.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

3.3.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

3.3.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

3.3.2.2.4 Tandem Switching shall interconnect with GRUCom's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At GRUCom's request, Tandem Switching shall record and keep records of traffic for billing.

3.3.2.2.5 Tandem Switching shall provide an alternate final routing pattern for GRUCom's traffic overflowing from direct end office high usage trunk groups.

3.3.2.2.6 Tandem Switching shall be equal or better than the requirements for Tandem Switching set forth in the applicable technical references.

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

3.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of GRUCom. AIN Selective Carrier Routing will provide GRUCom with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

3.4.2 GRUCom shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.

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

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

3.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, GRUCom shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit D of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit D of this Attachment. For each GRUCom end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit D of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. GRUCom shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit D of this Attachment.

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

3.4.7 The non-recurring End Office Establishment Charge will be billed to the client following our normal monthly billing cycle for this type of order.

3.4.8 End-User Establishment Orders will not be turned-up until the 2nd payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following our normal monthly billing cycle for this type of order.

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

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

3.5 Packet Switching Capability

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

3.5.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

3.5.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

3.5.4 The ability to extract data units from the data channels on the loops, and

3.5.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

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

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

3.5.6.2 There are no spare copper loops capable of supporting the xDSL services GRUCom seeks to offer;

3.5.6.3 BellSouth has not permitted GRUCom to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the GRUCom obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319 (b); and

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

3.5.7 If there is a dispute as to whether BellSouth must provide Packet Switching , such dispute will be resolved according tot the dispute resolution process set forth in

Section of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

3.6 **Interoffice Transmission Facilities**

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

3.7 **Rates**

The prices that GRUCom shall pay to BellSouth for Netv ements and Other Services are set forth in Exhibit D to this Attachment.

3.8 **Operational Support Systems (OSS)**

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

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

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

OPERATIONAL SUPPORT SYSTEMS	**AL, GA, LA, MS, NC, SC**	**FL, KY, TN**
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC	$3.50 SOMEC
Incremental c per LSR received from the CLEC by m er than one of the OSS interactive in: es	See applicable rate element	$19.99 SOMAN

3.8.2 Denial/Restoral OSS Charge

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

3.8.3 Cancellation OSS Charge

GRUCom will incur an OSS charge for an accepted LSR that is later canceled by GRUCom, unless such charge is caused by a BellSouth error. Standard procedures for billing dispute resolutions will apply.

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

3.8.4 Network Elements and Other Services Manual Additive

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

4. Unbundled Network Element Combinations

4.1. Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs) 2) UNE Loops/Special Access Combinations 3) Loop/Port Combinations and 4) Transport Combinations.

4.2. For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

4.3. EELs

4.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 4.3.2 below.

4.3.2 Subject to Section 4.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 4.3.4 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to GRUCom's POP serving wire center. The circuit must be connected to GRUCom's switch for the purpose of provisioning telephone exchange service to GRUCom's end-user customers. The EEL will be connected to GRUCom's facilities in GRUCom's collocation space at the POP SWC, or GRUCom may purchase BellSouth's access facilities between GRUCom's POP and GRUCom's collocation space at the POP SWC.

4.3.3 In Florida, BellSouth shall make available to GRUCom those EEL combinations described in Section 4.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to GRUCom in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. EELs will be provided to GRUCom only to the extent such network elements are Currently Combined.

4.3.4 EEL Combinations

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

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

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

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

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

4.3.4.6 DS1 Interoffice Channel + DS1 Local Loop

4.3.4.7 DS3 Interoffice Channel + DS3 Local Loop

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

4.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

4.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

4.3.4.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop

4.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

4.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

4.3.5 EEL combinations for DS1 level and above will be available only when GRUCom provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.

4.3.6 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.

4.3.7 Special Access Service Conversions

4.3.7.1 GRUCom may not convert special access services to combinations of loop and transport network elements, whether or not GRUCom self-provides its entrance facilities (or obtains entrance facilities from a third party), unless GRUCom uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent GRUCom requests to convert any special access services to combinations of loop and transport network elements at UNE prices, GRUCom shall provide to BellSouth a letter certifying that GRUCom is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification

letter shall also indicate under what local usage option GRUCom seeks to qualify for conversion of special access circuits. GRUCom shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following opt ns is met:

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

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

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

4.3.7.2 In addition, there may be extraordinary circumstances where GRUCom is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 4.3.7.1. In such case, GRUCom may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon GRUCom's request the Parties

shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

4.3.7.3 BellSouth may at its sole discretion audit GRUCom records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and GRUCom shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, GRUCom shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that GRUCom is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from GRUCom.

4.3.7.4 GRUCom may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

4.3.8 Rates

4.3.8.1 Florida

4.3.8.1.1. Subject to Section 4.3.2 and 4.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 4.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.

4.3.8.2 Multiplexing

4.3.8.2.1. Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

4.4. Other Network Element Combinations

4.4.1 In Florida, BellSouth shall make available to GRUCom, in accordance with Section 4.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

4.4.2 Rates

4.4.2.1 Florida

4.4.2.1.1. For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.

4.5. UNE/Special Access Combinations

4.5.1 Additionally, BellSouth shall make available to GRUCom a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent GRUCom will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 4.3.7.

4.5.2 Rates

4.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit D and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

5. Port/Loop Combinations

5.1 At GRUCom's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.4 below, that are currently combined in BellSouth's network except as specified in Sections 5.1.1 and 5.1.2 below.

5.1.1 In Florida, BellSouth shall provide UNE port/loop combinations that are not Currently Combined but that are ordinarily combined in BellSouth's network at the market rates in Exhibit D.

5.1.2 In Florida, BellSouth shall provide UNE port/loop combinations that are Currently Combined at the cost-based rates in Exhibit D.

5.1.3 BellSouth is not required to provide access to combinations of port and loop network elements in locations where BellSouth is not required to provide circuit switching.

5.1.3.1 BellSouth is not required to provide circuit switching in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to GRUCom if GRUCom's customer has 4 or more DS0 equivalent lines.

5.1.4 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit B.

5.2 Definition

5.2.1 For purposes of this Amendment, references to Currently Combined network elements shall mean that such network elements are in fact already combined in the BellSouth network to provide service to a particular end user at a particular location.

5.2.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. Section 5.4 following provides the combinations of port and loop network elements that may be ordered by GRUCom when currently combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.1.2 above.

5.3 Rates for Combinations of Loop and Port Network Elements

5.3.1 Rates for combinations of loop and port network elements, as set forth in Section 5.4, are provided in Exhibit D of this Attachment

5.3.2 Rates for Circuit Switching

5.3.2.1 Rates for circuit switching, where BellSouth is not required, pursuant to Section 5.1, to provide circuit switching are as set forth in Exhibit D of this Attachment.

5.4 Combination Offerings

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

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

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

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

5.4.5 2-wire ISDN Primary Rate Interface, DS1 loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.4.6 4-wire DS1 Trunk port, DS1 Loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6. Transport and Dark Fiber

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

6.1. Transport

6.1.1 Definition of Common (Shared) Transport

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

6.1.2 Technical Requirements of Common (Shared) Transport

6.1.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

6.1.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability,

jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

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

6.1.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.

6.2 Interoffice transmission facility network elements include:

6.2.1 Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and GRUCom.

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

6.2.3 Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.

6.2.4 BellSouth shall:

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

6.2.4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that GRUCom could use to provide telecommunications services;

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

6.2.4.4 Permit, to the extent technically feasible, GRUCom to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

6.2.5 Provided that the facility is used to transport a significant amount of local exchange services GRUCom shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

6.3 Dedicated Transport

6.3.1 Definitions

6.3.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

6.3.3 Unbundled Local Channel

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

6.3.5 Unbundled Interoffice Channel.

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

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

6.3.7.1 As capacity on a shared UNE facility.

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

6.3.8 When Dedicated Transport is provided it shall include:

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

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

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

6.3.10 Technical Requirements

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

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

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

6.3.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

6.3.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

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

6.3.10.6.1 DS0 Equivalent;

6.3.10.6.2 DS1 (Extended SuperFrame - ESF);

6.3.10.6.3 DS3 (signal must be framed);

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

6.3.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by GRUCom.

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

6.3.11.1 BellSouth Technical References:

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

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

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

6.4 Unbundled Channelization

6.4.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to follo· ng terms and conditions and at the rates set forth in the Attachment.

6.4.2 Definition

6.4.2.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, GRUCom can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).

6.4.3 Channelization capabilities will be as follows:

6.4.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.

6.4.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.

6.4.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.

6.4.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.

6.4.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.

6.4.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.

6.4.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.

6.4.8 Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low speed side to be connected to collocation.

6.4.9 Technical Requirements

6.4.9.1 In order to assure proper operation with BST provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.

6.4.9.2 DS0 to DS1 Channelization

6.4.9.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, *Digital Hierarchy Formats Specifications* and ANSI T1.403.02, *DS1 Robbed-bit Signaling State Definitions*. DS0 to DS1 Channelization requirements are essential the same as defined in BellSouth Technical Reference 73525, *MegaLink® Service, MegaLink® Channel Service, MegaLink® Plus Service, and MegaLink® Light Service Interface and Performance Specification.*

6.4.9.3 DS1 to DS3 Channelization

6.4.9.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, *Digital Hierarchy Formats Specifications*. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, *LightGate® Service Interface and Performance Specifications*. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.

6.4.9.4 DS1 to STS Channelization

6.4.9.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, *Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats* and T1.105.02, *Synchronous Optical Network (SONET) – Payload Mappings*. DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, *LightGate® Service Interface and Performance Specifications*

6.5 Dark Fiber

6.5.1 Definition

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

operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

6.5.3 Requirements

6.5.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to GRUCom.

6.5.3.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at GRUCom's request subject to time and materials charges.

6.5.3.3 GRUCom may test the quality of the Dark Fiber to confirm its usability and performance specifications.

6.5.3.4 BellSouth shall use its best efforts to provide to GRUCom information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from GRUCom ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for GRUCom's use an may not allow any other party to use such media, including BellSouth.

6.5.3.5 BellSouth shall use its best efforts to make Dark Fiber available to GRUCom within thirty (30) business days after it receives written confirmation from GRUCom that the Dark Fiber previously deemed available by BellSouth is wanted for use by GRUCom. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable GRUCom to connect or splice GRUCom provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

6.5.3.6 Dark Fiber shall meet the manufacturer's design specifications.

6.5.3.7 GRUCom may splice and test Dark Fiber obtained from BellSouth using GRUCom or GRUCom designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

6.6 Rates

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

6.7 Operational Support Systems (OSS)

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

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

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

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

6.7.3 Denial/Restoral OSS Charge

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

6.7.4 Cancellation OSS Charge

6.7.4.1 GRUCom will incur an OSS charge for an accepted LSR that is later canceled by GRUCom, unless such charge is caused by a BellSouth error. Standard procedures for billing dispute resolutions will apply.

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

6.7.5 Network Elements and Other Services Manual Additive

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

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

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

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

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

7.1.2 Technical Requirements

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

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

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

7.1.2.3.1 Network Management;

7.1.2.3.2 Customer Sample Collection; and

7.1.2.3.3 Service Maintenance.

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

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

7.3 Rates

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

8 Line Information Database (LIDB)

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

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

8.2.1 Definition

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

8.2.3 Technical Requirements

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

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

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

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

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

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

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

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

8.2.4.8 BellSouth shall provide LIDB systems such that no more than 0.01% of GRUCom customer records will be missing from LIDB, as measured by GRUCom audits. BellSouth will audit GRUCom records in LIDB against DBAS to identify record mismatches and provide this data to a designated GRUCom contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to GRUCom within one business day of audit. Once reconciled records are received back from GRUCom, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact GRUCom to negotiate a time frame for the updates, not to exceed three business days.

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

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

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

8.2.4.12 BellSouth shall provide GRUCom performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by GRUCom at least at parity with BellSouth Customer Data. BellSouth shall obtain from GRUCom the screening

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

8.2.4.13 BellSouth shall accept queries to LIDB associated with GRUCom customer records, and shall return responses in accordance with industry standards.

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

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

8.2.5 Interface Requirements

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

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

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

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

8.3 Rates

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

9 Signaling

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

9.2 BellSouth agrees to offer GRUCom access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity. BellSouth will allow GRUCom or it's Third Party Provider, complete and total connection to the BellSouth SS7 network in order for GRUCom to pass traffic with BellSouth in the service areas to which this Agreement is applicable. BellSouth will provide GRUCom the ability use BellSouth as a SS7 provider if GRUCom chooses to select BellSouth as it's SS7 provider. If GRUCom elects to use a Third Party Provider as its SS7 provider, then the rates, terms, and conditions of the applicable tariff(s) will apply.

9.3 Signaling Link Transport

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

9.3.2 Technical **Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

9.3.5.4 Interface Requirements

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

9.4 Signaling Transfer Points (STPs)

9.4.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

9.4.2 Technical Requirements

9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

9.4.2.1.1 BellSouth Local Switching or Tandem Switching;

9.4.2.1.2 BellSouth Service Control Points/DataBases;

9.4.2.1.3 Third-party local or tandem switching;

9.4.2.1.4 Third-party-provided STPs.

9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor

terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an GRUCom local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between GRUCom local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

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

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

9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

9.4.2.6.1 MTP Routing Verification Test (MRVT); and

9.4.2.6.2 SCCP Routing Verification Test (SRVT).

9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an GRUCom or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for

Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by GRUCom and BellSouth.

9.4.2.8 STPs shall be on parity with BellSouth.

9.4.2.9 SS7 Advanced Intelligent Network (AIN) Access

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

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

9.4.3 Interface Requirements

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

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

9.4.3.1.2 A B-link interface from GRUCom local STPs.

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

9.4.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting GRUCom local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and GRUCom will work jointly to establish mutually acceptable SPOIs.

9.4.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the

failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and GRUCom will work jointly to establish mutually acceptable SPOIs.

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

9.4.3.6 Message Screening

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

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

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

9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

9.5 Service Control Points/Databases

9.5.1 Definition

9.5.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

9.5.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning,

administration and maintenance of subscriber data and service application data stored in SCPs.

9.5.3 Technical Requirements for SCPs/Databases

9.5.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to GRUCom in accordance with the following requirements.

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

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

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

9.5.4 Database Availability

9.5.4.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for GRUCom customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

9.6 Local Number Portability Database

9.6.1 Definition

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

9.7 SS7 Network Interconnection

9.7.1 Definition.

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

9.7.3 Technical Requirements

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

9.7.3.1.1 BellSouth local or tandem switching systems;

9.7.3.1.2 BellSouth DBs; and

9.7.3.1.3 Other third-party local or tandem switching systems.

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

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

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

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

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

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

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

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

9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

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

9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;

9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and

9.7.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.

9.7.13 Interface Requirements

9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect GRUCom or GRUCom-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

9.7.13.1.1 A-link interface from GRUCom local or tandem switching systems; and

9.7.13.1.2 B-link interface from GRUCom STPs.

9.7.13.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the

SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting GRUCom local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and GRUCom will work jointly to establish mutually acceptable SPOI.

9.7.13.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and GRUCom will work jointly to establish mutually acceptable SPOI.

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

9.7.13.5 BellSouth shall set message screening parameters to accept messages from GRUCom local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the GRUCom switching system has a legitimate signaling relation.

9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

9.8 Rates

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

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

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

10.2 Operator Systems

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

10.3 Operator Service

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

10.3.2 Requirements

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

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

10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

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

10.3.2.1.4 BellSouth shall complete person-to-person calls.

10.3.2.1.5 BellSouth shall complete collect calls.

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

10.3.2.1.7 BellSouth shall complete station-to-station calls.

10.3.2.1.8 BellSouth shall process emergency calls.

10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

10.3.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.

10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing GRUCom local end users the same IXC access as provided to BellSouth end users.

10.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to GRUCom that BellSouth provides for its own operator service.

10.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by GRUCom.

10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to GRUCom in accordance with CLEC ODUF standards specified in Attachment 7.

10.3.3 Interface Requirements

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

10.4 Directory Assistance Service

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

10.4.2 Requirements

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

10.4.4 Directory Assistance Service Updates

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

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

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

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

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

10.4.5 Branding for Operator Call Processing and Directory Assistance

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

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

10.4.5.2.1 Service Level 1 - BellSouth Branding

10.4.5.2.2 Service Level 2 - Unbranded

10.4.5.2.3 Service Level 3 - Custom Branding

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

10.4.6 For Resellers and Use with an Unbundled Port

10.4.6.1 BellSouth Branding is the Default Service Level.

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

10.4.6.3 Customer Branding and Self Branding require GRUCom to order dedicated trunking from each BellSouth end office identified by GRUCom, to either the BellSouth Traffic Operator Position System (TOPS) or GRUCom Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.6.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by GRUCom to the BellSouth TOPS. These calls are routed to "No Announcement."

10.4.7 For Facilities Based Carriers

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

10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which GRUCom requires service.

10.4.8 Directory Assistance customized branding uses:

10.4.8.1 the recording of the name;

10.4.8.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

10.4.9 Operator Call Processing customized branding uses:

10.4.9.1 the recording of the name;

10.4.9.2 the front-end loading of the DRAM in the TOPS Switch;

10.4.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);

10.4.9.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.4.9.5 BellSouth will provide to GRUCom purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. GRUCom end users may use the same dialing arrangements as BellSouth end users, but obtain a GRUCom branded service.

10.5 Directory Assistance Database Service (DADS)

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to GRUCom end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). GRUCom agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, GRUCom agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, GRUCom authorizes the inclusion of GRUCom Directory Assistance listings in the BellSouth Directory Assistance products.

10.5.2 BellSouth shall provide GRUCom initially with a base file of subscriber listings which reflect all listing change activity occurring since GRUCom's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by GRUCom and BellSouth. GRUCom agrees to assume the costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to GRUCom on a Business, Residence, or combined Business and Residence basis. GRUCom agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after GRUCom receives the Base File.

10.5.4 BellSouth is authorized to include GRUCom Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of GRUCom Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to GRUCom.

10.5.5 Rates for DADS are as set forth in this Attachment.

10.6 Direct Access to Directory Assistance Service

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide GRUCom's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to

DADAS will allow GRUCom to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 BellSouth will provide DADAS from its DA location. GRUCom will access the DADAS system via a telephone company provided point of availability. GRUCom has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

10.6.3 A specified interface to each GRUCom subsystem will be provided by BellSouth. Interconnection between GRUCom's system and a specified BellSouth location will be pursuant to the use of GRUCom owned or GRUCom leased facilities and shall be appropriate sized based upon the volume of queries being generated by GRUCom.

10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:

10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;

10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;

10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.

10.6.5 Rates for DADAS are as set forth in this Attachment.

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

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

10.7.2 Technical Requirements

10.7.2.1 BellSouth shall offer GRUCom a data link to the ALI/DMS database or permit GRUCom to provide its own data link to the ALI/DMS database. BellSouth shall

provide error reports from the ALI/DMS database to GRUCom immediately after GRUCom inputs information into the ALI/DMS database. Alternately, GRUCom may utilize BellSouth. to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

10.7.2.2 The ALI/DMS database shall contain the following end user information:

10.7.2.2.1 Name;

10.7.2.2.2 Address;

10.7.2.2.3 Telephone number; and

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

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

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

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

10.7.3 Interface Requirements

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

10.8 Rates

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

11. Calling Name (CNAM) Database Service

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

11.2 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. GRUCom must provide to its account manager a written request with a requested activation date to activate this service. If GRUCom is interested in requesting CNAM with volume and term pricing, GRUCom must contact its account manager to request a separate CNAM volume and term Agreement.

11.3 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.

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

11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide GRUCom the capability that will allow GRUCom and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

11.4.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to GRUCom. Scheduling procedures shall provide GRUCom equivalent priority to these resources.

11.4.2 BellSouth SCP shall partition and protect GRUCom service logic and data from unauthorized access, execution or other types of compromise.

11.4.3 When GRUCom selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable GRUCom to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

11.4.4 When GRUCom selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. GRUCom access will be provided via remote data connection (e.g., dial-in, ISDN).

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

11.5 Rates

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

12. Basic 911 and E911

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

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

12.3 Definition

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

12.5 Requirements

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

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

appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. GRUCom shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

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

12.5.4 Basic and E911 functions provided to GRUCom shall be at least at parity with the supported services that BellSouth provides to its end users for such similar functionality.

12.5.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and GRUCom to follow in providing 911/E911 services.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of GRUCom and pursuant to which BellSouth, its LIDB customers and GRUCom shall have access to such information. GRUCom understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of GRUCom, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify GRUCom of fraud alerts so that GRUCom may take action it deems appropriate. GRUCom understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by GRUCom pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to GRUCom for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

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

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

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

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

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

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

II. TERM

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

III. FEES FOR SERVICE AND TAXES

A. GRUCom will not be charged a fee for storage services provided by BellSouth to GRUCom, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by GRUCom. GRUCom shall have the right to have BellSouth contest with the imposing jurisdiction, at GRUCom's expense, any such taxes that GRUCom deems are improperly levied.

IV. INDEMNIFICATION

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

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.

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

C. GRUCom agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and GRUCom further

agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

D. This Agreement constitutes the entire Agreement between GRUCom and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

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

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

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

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

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

I. GENERAL

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

II. DEFINITIONS

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

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

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

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

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

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

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

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

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by GRUCom.

III. RESPONSIBILITIES OF PARTIES

A. GRUCom will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BellSouth will store in its LIDB billing number information provided by GRUCom. Under normal operating conditions, BellSouth shall include GRUCom's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of GRUCom's working telephone numbers.

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

D. BellSouth is authorized to use the billing number information provided by GRUCom to perform the following functions for authorized users on an on-line basis:

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

2. Determine whether GRUCom or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. GRUCom will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. GRUCom will arrange and pay for transport of updates to BellSouth.

IV. COMPLIANCE

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

EXHIBIT B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

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

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

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

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

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

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

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

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

2. Attachment

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

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

3. Physical Connection and Compensation

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

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

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

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

4. CNAM Record Initial Load and Updates

4.1 The mechanism to be used by GRUCom for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by GRUCom in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of GRUCom to provide accurate information to BellSouth on a current basis.

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

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

EXHIBIT C

CLEC/BellSouth Line Sharing Jointly Developed

Rules for Splitter Allocation

BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. As a result of the current shortage of splitters, CLECs and BellSouth developed the following rules for splitter allocation. These rules shall apply until such time as those CLECs participating in the creation of the rules agree that the regular splitter installation rules should apply.

1. There shall be a single CLEC priority list of central offices that shall consist of the Georgia CLEC priority list combined with the priority list from the other states in BellSouth's nine-state region (the "Priority List"). This priority list shall be used for filling orders; it shall determine the order in which splitters will be deployed in those central offices for which splitters have been ordered. Georgia central offices (CO) will have priority over other state's COs.

2. During the allocation period, a CLEC may order 24 ports or 96 ports. In either event, BellSouth shall install a 96 port splitter in accordance with the Priority List. However, during the allocation period, in the event a CLEC orders 96 ports, BellSouth will only allocate 24 ports of the 96 port splitter to the first CLEC that orders a splitter for that central office, thus creating a backlog of 72 ports that have already been ordered by that CLEC ("Backlog"). In the event of a Backlog, BellSouth will charge CLEC a monthly recurring charge appropriate for the number of ports allocated to CLEC. In addition, if CLEC requested a 96 port splitter, it shall pay a non-recurring charge for a 96 port splitter, but shall pay no non-recurring charges when additional ports are added to alleviate the Backlog.

3. BellSouth will allocate, on a first-come/first-served basis, the remaining 72 ports of the splitter (in blocks of 24 ports) to the other CLECs that place an order for a splitter at that same central office.

Orders Submitted by April 28, 2000 with Due Date of June 6, 2000 or Sooner

4. A firm order for a splitter issued to the BellSouth Complex Resale Support Group (CRSG) on or by April 28, 2000, with due date of June 6, 2000, or sooner, will be given priority over orders received after April 28, 2000. Orders for the first 200 splitters received prior to April 28, 2000, will be installed on or before June 5, 2000, and shall be installed in accordance with the priority list. The first 25-splitter orders shall be installed no later than May 22, 2000.

5. In the event CLECs submit to BellSouth more than 200 splitter orders on or before April 28, 2000, BellSouth shall install fifty (50) splitters a week each week after June 5, 2000.

6. In the event there are more than four (4) orders submitted on or before April 28, 2000, for a splitter at a particular central office, a second splitter will be installed at that central office in accordance with the Priority List.

7. Backlogs associated with orders submitted on or before April 28, 2000 will be fulfilled in their entirety before any orders received after April 28, 2000 are worked. In fulfilling a Backlog, the CLEC's additional ports may not be on the same shelf as the initial 24 ports.

Orders Received after April 28, 2000

8. Irrespective of the Priority List, no orders received after April 28, 2000, will be worked until after all orders received on or before April 28, 2000 have been completed.

9. Once all orders received on or before April 28, 2000, have been worked in their entirety, orders received after April 28, 2000, will have a minimum interval of forty-two (42) calendar days from date of receipt.

Orders Submitted with Due Dates After June 6, 2000

10. Any order submitted on or before April 28, 2000, with a due date of after June 6, 2000, will be completed according to the due date provided there is available inventory and all orders with a due date of June 6, 2000 or earlier have been completed.

Georgia Rating/Ranking of Central Offices for Linesharing

March 9, 2000 **Covad, Rhythms, GRUCom, New Edge**

CLLI	Combined Ranking
MRTTGAMA	1
RSWLGAMA	2
ATLNGABU	3
ATLNGAPP	4
DLTHGAHS	5
ATLNGASS	6
CHMBGAMA	7
AGSTGAAU	8
LRVLGAOS	9
MRTTGAEA	10
SMYRGAMA	11
LLBNGAMA	12
WDSTGACR	13
ATHNGAMA	14
AGSTGAFL	15
AGSTGATH	16
JNBOGAMA	17
NRCRGAMA	18
ATLNGATH	19
ALPRGAMA	20
DNWDGAMA	21
CMNGGAMA	22
AGSTGAMT	23
ALBYGAMA	24
GSVLGAMA	25
SNLVGAMA	26
ATLNGAIC	27
ATLNGAEP	28
TUKRGAMA	29
ROMEGATL	30
VLDSGAMA	31
MACNGAMT	32
ASTLGAMA	33
SMYRGAPF	34

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DGVLGAMA	35
ATLNGAEL	36
SNMTGALR	37
CNYRGAMA	38
MACNGAVN	39
WRRBGAMA	40
NWNNGAMA	41
ATLNGAWD	42
GRFNGAMA	43
PANLGAMA	44
BUFRGABH	45
ATLNGACD	46
MACNGAGP	47
SVNHGABS	48
ATLNGACS	49
PTCYGAMA	50
RVDLGAMA	51
STBRGANH	52
MCDNGAGS	53
ATLNGAWE	54
SVNHGADE	55
SVNHGAWB	56
ATLNGAGR	57
ATLNGAAD	58
CRVLGAMA	59
ACWOGAMA	60
ATLNGABH	61
FYVLGASG	62
SVNHGAGC	63
SVNHGAWI	64
ATLNGAFP	65
ATLNGAHR	66
PWSPGAAS	67
CRTNGAMA	68
ATLNGALA	69
MRRWGAMA	70
CLMBGAMT	71
CLMBGAMW	72
LTHNGAJS	73
CVTNGAMT	74
DLLSGAES	75
FRBNGAEB	76

CLMBGABV	77
BRWKGAMA	78
ATLNGAQS	79
CNTNGAXB	80
LGVLGACS	81
SSISGAES	81

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
312	PRRNFLMA	FL	1
1330	MMPHTNBA	TN	2
1362	NSVLTNMT	TN	3
202	GSVLFLNW	FL	4
1	ALBSALMA	AL	5
13	BRHMALCH	AL	6
268	MLBRFLMA	FL	7
1337	MMPHTNMA	TN	8
285	ORLDFLAP	FL	9
1335	MMPHTNGT	TN	10
208	HLWDFLPE	FL	11
289	ORLDFLPH	FL	12
1333	MMPHTNEL	TN	13
324	STRTFLMA	FL	14
14	BRHMALCP	AL	15
15	BRHMALEL	AL	16
1141	CLMASCSN	SC	17
1240	CHTGTNNS	TN	18
1339	MMPHTNOA	TN	19
1073	RLGHNCSI	NC	20
299	PMBHFLCS	FL	21
698	NWORLASW	LA	22
1354	NSVLTNBW	TN	23
1309	KNVLTNMA	TN	24
16	BRHMALEN	AL	25
17	BRHMALEW	AL	26
1345	MRBOTNMA	TN	27
1364	NSVLTNUN	TN	28
623	KNNRLABR	LA	29
984	CARYNCCE	NC	30
333	WPBHFLGA	FL	31
1356	NSVLTNCH	TN	32
1363	NSVLTNST	TN	33
429	LSVLKYAP	KY	34
20	BRHMALHW	AL	35

21	BRHMALMT	AL	36
638	LFYTLAMA	LA	37
1306	KNTNTNMA	TN	38
693	NWORLAMT	LA	39
149	BCRTFLMA	FL	40
150	BCRTFLSA	FL	41
1340	MMPHTNSL	TN	42
1338	MMPHTNMT	TN	43
307	PNSCFLFP	FL	44
22	BRHMALOM	AL	45
23	BRHMALOX	AL	46
176	DYBHFLMA	FL	47
1352	NSVLTNAP	TN	48
1332	MMPHTNCT	TN	49
334	WPBHFLGR	FL	50
249	MIAMFLCA	FL	51
732	SLIDLAMA	LA	52
1307	KNVLTNBE	TN	53
64	MTGMALDA	AL	54
24	BRHMALRC	AL	55
26	BRHMALVA	AL	56
196	FTPRFLMA	FL	57
1272	FKLNTNMA	TN	58
695	NWORLARV	LA	59
1019	GNBONCAS	NC	60
1068	RLGHNCGL	NC	61
692	NWORLAMR	LA	62
1310	KNVLTNWH	TN	63
179	DYBHFLPO	FL	64
34	BSMRALMA	AL	65
148	BCRTFLBT	FL	66
233	JPTRFLMA	FL	67
1357	NSVLTNDO	TN	68
697	NWORLASK	LA	69
189	FTLDFLJA	FL	70
262	MIAMFLRR	FL	71
288	ORLDFLPC	FL	72
1361	NSVLTNMC	TN	73
667	MONRLAMA	LA	74
664	MNFDLAMA	LA	75
157	BYBHFLMA	FL	76

170	DLBHFLKP	FL	77
554	BTRGLAGW	LA	78
1237	CHTGTNDT	TN	79
232	JCVLFLWC	FL	80
253	MIAMFLHL	FL	81
988	CHRLNCCE	NC	82
431	LSVLKYBR	KY	83
1353	NSVLTNBV	TN	84
1158	FLRNSCMA	SC	85
171	DLBHFLMA	FL	86
174	DRBHFLMA	FL	87
1323	MAVLTNMA	TN	88
1358	NSVLTNGH	TN	89
230	JCVLFLSJ	FL	90
301	PMBHFLMA	FL	91
265	MIAMFLWD	FL	92
287	ORLDFLMA	FL	93
1366	NSVLTNWM	TN	94
164	COCOFLMA	FL	95
187	FTLDFLCR	FL	96
188	FTLDFLCY	FL	97
330	VRBHFLMA	FL	98
1280	GDVLTNMA	TN	99
696	NWORLASC	LA	100
264	MIAMFLSO	FL	101
989	CHRLNCCR	NC	102
683	NWORLAAR	LA	103
1311	KNVLTNYH	TN	104
557	BTRGLAMA	LA	105
190	FTLDFLMR	FL	106
191	FTLDFLOA	FL	107
1250	CLVLTNMA	TN	108
987	CHRLNCCA	NC	109
430	LSVLKYBE	KY	110
338	WPBHFLRP	FL	111
271	MNDRFLLO	FL	112
229	JCVLFLRV	FL	113
1020	GNBONCEU	NC	114
306	PNSCFLBL	FL	115
192	FTLDFLPL	FL	116
194	FTLDFLSU	FL	117

1236	CHTGTNBR	TN	118
986	CHRLNCBO	NC	119
687	NWORLACM	LA	120
1004	CPHLNCRO	NC	121
209	HLWDFLWH	FL	122
1341	MMPHTNST	TN	123
996	CHRLNCSH	NC	124
848	JCSNMSCP	MS	125
195	FTLDFLWN	FL	126
206	HLWDFLHA	FL	127
969	AHVLNCOH	NC	128
995	CHRLNCRE	NC	129
227	JCVLFLNO	FL	130
442	LSVLKYWE	KY	131
1069	RLGHNCHO	NC	132
436	LSVLKYOA	KY	133
992	CHRLNCLP	NC	134
356	BWLGKYMA	KY	135
207	HLWDFLMA	FL	136
218	JCBHFLMA	FL	137
305	PNCYFLMA	FL	138
1022	GNBONCLA	NC	139
220	JCVLFLAR	FL	140
335	WPBHFLHH	FL	141
319	SNFRFLMA	FL	142
439	LSVLKYSM	KY	143
222	JCVLFLCL	FL	144
90	TSCLALMT	AL	145
221	JCVLFLBW	FL	146
223	JCVLFLFC	FL	147
1247	CLEVTNMA	TN	148
201	GSVLFLMA	FL	149
691	NWORLAMC	LA	150
300	PMBHFLFE	FL	151
293	OVIDFLCA	FL	152
594	FKTNLAMA	LA	153
231	JCVLFLSM	FL	154
66	MTGMALMT	AL	155
243	MIAMFLAE	FL	156
245	MIAMFLAP	FL	157
99	DCTRALMT	AL	158

217	JCBHFLAB	FL	
286	ORLDFLCL	FL	
1102	WNSLNCVI	NC	161
428	LSVLK[illegible]AN	KY	162
981	BURLNCDA	NC	163
59	MOBLALSH	AL	164
314	PTSLFLMA	FL	165
246	MIAMFLBA	FL	166
248	MIAMFLBR	FL	167
123	HNVIALMT	AL	168
19	BRHMALFS	AL	169
690	NWORLAMA	LA	170
1287	HDVLTNMA	TN	171
290	ORLDFLSA	FL	172
1028	GSTANCSO	NC	173
52	MOBLALAZ	AL	174
1211	SUVLSCMA	SC	175
251	MIAMFLFL	FL	176
252	MIAMFLGR	FL	177
1131	CHTNSCWA	SC	178
54	MOBLALOS	AL	179
75	PNSNALMA	AL	180
1058	MTOLNCCE	NC	181
1070	RLGHNCJO	NC	182
1099	WNSLNCFI	NC	183
124	HNVIALPW	AL	184
472	OWBOKYMA	KY	185
254	MIAMFLIC	FL	186
1125	CHTNSCDP	SC	187
255	MIAMFLKE	FL	188
1140	CLMASCSH	SC	189
441	LSVLKYVS	KY	190
311	PNVDFLMA	FL	191
277	NDADFLBR	FL	192
1312	LBNNTNMA	TN	193
1166	GNVLSCDT	SC	194
281	NSBHFLMA	FL	195
256	MIAMFLME	FL	196
257	MIAMFLNM	FL	197
558	BT[illegible]GLAOH	LA	198
1126	CHTNSCDT	SC	199

33	BSMRALHT	AL	200
337	WPBHFLRB	FL	201
291	ORPKFLMA	FL	202
997	CHRLNCTH	NC	203
1169	GNVLSCWR	SC	204
327	TTVLFLMA	FL	205
260	MIAMFLPB	FL	206
261	MIAMFLPL	FL	207
849	JCSNMSMB	MS	208
1188	MNPLSCES	SC	209
577	CVTNLAMA	LA	210
279	NDADFLOL	FL	211
998	CHRLNCUN	NC	212
1071	RLGHNCMO	NC	213
1130	CHTNSCNO	SC	214
310	PNSCFLWA	FL	215
276	NDADFLAC	FL	216
266	MIAMFLWM	FL	217
177	DYBHFLOB	FL	218
1138	CLMASCSA	SC	219
686	NWORLACA	LA	220
1067	RLGHNCGA	NC	221
336	WPBHFLLE	FL	222
624	KNNRLAHN	LA	223
1207	SPBGSCMA	SC	224
1080	SLBRNCMA	NC	225
278	NDADFLGG	FL	226
302	PMBHFLTA	FL	227
1143	CLMASCSW	SC	228
440	LSVLKYTS	KY	229
1257	CRTHTNMA	TN	230
28	BRHMALWL	AL	231
435	LSVLKYJT	KY	232
639	LFYTLAVM	LA	233
332	WPBHFLAN	FL	234
1369	OKRGTNMT	TN	235
126	HNVIALUN	AL	236
438	LSVLKYSL	KY	237
483	PMBRKYMA	KY	238
292	ORPKFLRW	FL	239
559	BTRGLASB	LA	240

729	SHPTLAMA	LA	241
433	LSVLKYFC	KY	242
432	LSVLKYCW	KY	243
1300	JCSNTNMA	TN	244
561	BTRGLAWN	LA	245
1101	WNSLNCLE	NC	246
1277	GALLTNMA	TN	247
556	BTRGLAIS	LA	248
726	SHPTLABS	LA	249
6[illegible]	NWORLALK	LA	250
1[illegible]	CNVLTNMA	TN	251
642	LKCHLADT	LA	252
727	SHPTLACL	LA	253
1388	SMYRTNMA	TN	254
1262	DKSNTNMT	TN	255
728	SHPTLAHD	LA	256
1031	HNVLNCCH	NC	257
971	APEXNCCE	NC	258
990	CHRLNCDE	NC	259
1346	MRTWTNMA	TN	260
852	JCSNMSRW	MS	261
1394	SPFDTNMA	TN	262
665	MNVLLAMA	LA	263
1023	GNBONCMC	NC	264
1106	AIKNSCMA	SC	265
991	CHRLNCER	NC	266
1[illegible]72	RLGHNCSB	NC	267
645	LKCHLAUN	LA	268
1045	LNTNNCMA	NC	269
263	MIAMFLSH	FL	270
1017	GLBONCMA	NC	271
1308	KNVLTNFC	TN	272
1135	CLMASCCH	SC	273
1100	WNSLNCGL	NC	274
824	GLPTMSTS	MS	275
258	MIAMFLNS	FL	276
67	MTGMALNO	AL	277
259	MIAMFLOL	FL	278
1398	SVVLTNMT	TN	279
993	CHRLNCMI	NC	280
1085	SSVLNCMA	NC	281

982	BURLNCEL	NC	282
731	SHPTLASG	LA	283
1024	GNBONCPG	NC	284
74	PHCYALMA	AL	285
244	MIAMFLAL	FL	286
296	PCBHFLNT	FL	287
1037	KNDLNCCE	NC	288
165	COCOFLME	FL	289
434	LSVLKYHA	KY	290
838	HTBGMSMA	MS	291
1078	SELMNCMA	NC	292
60	MOBLALSK	AL	293
1009	DVSNNCPO	NC	294
582	DNSPLAMA	LA	295
1098	WNSLNCCL	NC	296
10	AUBNALMA	AL	297
1083	SRFDNCCE	NC	298
399	FRFTKYMA	KY	299
247	MIAMFLBC	FL	300
1248	CLMATNMA	TN	301
1018	GNBONCAP	NC	302
1136	CLMASCDF	SC	303
1105	ZBLNNCCE	NC	304
321	STAGFLMA	FL	305
1096	WNDLNCPI	NC	306
846	JCSNMSBL	MS	307
11	BLFNALMA	AL	308
427	LSVLKY26	KY	309
193	FTLDFLSG	FL	310
1242	CHTGTNRO	TN	311
212	HMSTFLNA	FL	312
159	CCBHFLMA	FL	313
985	CARYNCWS	NC	314
560	BTRGLASW	LA	315
295	PAHKFLMA	FL	316
1133	CLMASCAR	SC	317
250	MIAMFLDB	FL	318
122	HNVIALLW	AL	319
1066	RLGHNCDU	NC	320
1142	CLMASCSU	SC	321
210	HMSTFLEA	FL	322

154	BLGLFLMA	FL	323
1258	CRVLTNMA	TN	324
851	JCSNMSPC	MS	325
1241	CHTGTNCB	TN	326
1053	MGTNNCCR	NC	327
89	TSCLALDH	AL	328
ADD	HNVIALRA	AL	329
730	SHPTLAQB	LA	330
978	[illegible]NCKI	NC	331
839	H[illegible]GMSWE	MS	332
8	AT[illegible]NALMA	AL	[illegible]
010	HMNDLAMA	LA	[illegible]
874	MDSNMSES	MS	[illegible]
71	OPLKALMT	AL	336
769	BILXMSED	MS	337
269	MLTNFLRA	FL	338
1301	JCSNTNNS	TN	339
55	MOBLALPR	AL	340
552	BTRGLABK	LA	341
847	JCSNMSCB	MS	342
437	LSVLKYSH	KY	343
1129	CHTNSCLB	SC	344
492	RCMDKYMA	KY	345
411	HNSNKYMA	KY	346
1040	LENRNCHA	NC	347
1190	NAGSSCMA	SC	348
77	PRVLALMA	AL	349
213	HTISFLMA	FL	350
972	ARDNNCCE	NC	351
200	GLBRFLMC	FL	352
823	GLPTMSLY	MS	353
315	PTSLFLSO	FL	354
51	MOBLALAP	AL	355
1127	CHTNSCJM	SC	356
893	OCSPMSGO	MS	357
91	TSCLALNO	AL	358
317	SBSTFLMA	FL	359
527	WNCHKYMA	KY	360
58	MOBLALSF	AL	361
1239	CHTGTNMV	TN	362
1016	GLBONCAD	NC	363

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770	BILXMSMA	MS	364
1400	TLLHTNMA	TN	365
109	FRHPALMA	AL	366
1368	NWPTTNMT	TN	367
56	MOBLALSA	AL	368
666	MONRLADS	LA	369
668	MONRLAWM	LA	370
57	MOBLALSE	AL	371
404	GRTWKY[illegible]MA	KY	372
970	AHVLN[illegible]	NC	373
1385	SHVLTNMA	TN	374
780	BRNDMSES	MS	375
1414	WNCHTNMA	TN	376
1347	MSCTTNMT	TN	377
1315	LNCYTNMA	TN	378
240	LYHNFLOH	FL	379
1374	PLSKTNMA	TN	380
1317	LRBGTNMA	TN	381
555	BTRGLAHR	LA	382
294	PACEFLPV	FL	383
850	JCSNMSNR	MS	384
1243	CHTGTNSE	TN	385
204	HBSDFLMA	FL	386
1319	LXTNTNMA	TN	387
1343	MNCHTNMA	TN	388
1249	CLTNTNMA	TN	389
322	STAGFLSH	FL	390
1041	LENRNCHU	NC	391
308	PNSCFLHC	FL	392
1285	GTBGTNMT	TN	393
968	AHVLNCBI	NC	394
1238	CHTGTNHT	TN	395
304	PNCYFLCA	FL	396

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2			Exhibit. B
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																	
	NOTE: (1) Electronic Service Order: GRUCom 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. GRUCom may elect either the state specific Commission ordered rates for the electronic service ordering charges, or GRUCom may elect the regional electronic service ordering charge.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electroni[illegible] capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Manual Service Order Charge, Disconnect Only (FL)				SOMAN		1 83									
	Electronic OSS Charge, per LSR, submitted via BST's OSS Interactive Interfaces (Regional)				SOMEC		3 50									
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12 79	49 57	22 83	25 62	6 57		11 90				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17 27	49 57	22 83	25 62	6 57		11 90				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	33 36	49 57	22 83	25 62	6 57		11 90				
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		77 09									
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		33 12									
	Engineering Information Document (EI)			UEANL			12 28	12 28								
	Manual Order Coordination for UVL-SL1s (per loop)*			UEANL	UEAMC		9 00	9 00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL		23 02	23 02								
2-WIRE Unbundled COPPER LOOP																	
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	13 83	41 64	19 02	19 65	5 09		11 90				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	15 29	41 64	19 02	19 65	5 09		11 90				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	20 29	41 64	19 02	19 65	5 09		11 90				
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9 00	9 00								
	Engineering Information Document			UEQ			12 28	12 28								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		77 09									
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		33 12									
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1	I	1	UEPSR UEPSB	UEALS	12 79	49 57	22 83	25 62	6 57		10 73				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1	I		UEPSR UEPSB	UEABS	12 79	49 57	22 83	25 62	6 57		10 73				
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2	I	2	UEPSR UEPSB	UEALS	17 27	49 57	22 83	25 62	6 57		10 73				
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2	I		UEPSR UEPSB	UEABS	17 27	49 57	22 83	25 62	6 57		10 73				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3	I	3	UEPSR UEPSB	UEALS	33 36	49 57	22 83	25 62	6 57		10 73				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3	I		UEPSR UEPSB	UEABS	33 36	49 57	22 83	25 62	6 57		10 73				
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
	CLEC to CLEC Conversion Charge without outside dispatch (UVL-SL1)			UEANL	UREWO		48 11	22 01				11 90				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14 50	135 75	82 47	63 53	12 01		11 90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2			Exhibit B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	19 57	135 75	82 47	63 53	12 01		11 90				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	37 82	135 75	82 47	63 53	12 01		11 90				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23 02									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14 50	135.75	82 47	63 53	12 01		11 90				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	19 57	135 75	82 47	63 53	12 01		11 90				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	37 82	135.75	82 47	63 53	12 01		11 90				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23 02									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		131 83	38 27				11 90				
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	23 02	167 86	115 15	67 08	15 56		11 90				
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	31 07	167 86	115 15	67 08	15 56		11 90				
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60 02	167 86	115 15	67 08	15 56		11 90				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23 02									
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21 76	147 69	94 41	62 23	10 71		11 90				
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.38	147 69	94 41	62 23	10 71		11 90				
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	58 76	147 69	94 41	62 23	10 71		11 90				
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23 02									
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		121 17	33 09				11 90				
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	21 76	147 69	94 41	62 23	10 71		11 90				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	29.38	147 69	94 41	62 23	10 71		11 90				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	56 76	147 69	94 41	62 23	10 71		11 90				
		CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		121 17	33 09				11 90				
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12 65	149 53	103 85	75 05	15 63		11 90				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	17.08	149 53	103 85	75 05	15 63		11 90				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	33 00	149 53	103 85	75 05	15 63		11 90				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23 02									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12 65	124 83	71 12	60 64	9 12		11 90				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	17 08	124 83	71 12	60 64	9 12		11 90				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	33 00	124 83	71 12	60 64	9 12		11 90				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23 02									
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		124 83	29 33				11 90				
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9 97	159 09	113 41	75 05	15 63		11 90				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	13 46	159 09	113 41	75 05	15 63		11 90				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	26 00	159 09	113 41	75 05	15 63		11 90				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23 02									

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9 97	134 40	80 69	60 64	9 12		11 90				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	13 46	134 40	80 69	60 64	9 12		11 90				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	26 00	134 40	80 69	60 64	9 12		11 90				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23 02									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		134 40	29 33				11 90				
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	15 69	193 31	138 98	77 15	12 61		11 90				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	21 17	193 31	138 98	77 15	12 61		11 90				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	40 90	193 31	138 98	77 15	12 61		11 90				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23 02									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	15 69	168 62	115 47	62 74	11 22		11 90				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	21 17	168 62	115 47	62 74	11 22		11 90				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	40 90	168 62	115 47	62 74	11 22		11 90				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23 02									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		134 40	29 33				11 90				
		4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	73 44	313 75	181 48	61 22	13 53		11 90				
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	99 13	313 75	181 48	61 22	13 53		11 90				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	191 51	313 75	181 48	61 22	13 53		11 90				
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23 02									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130 25	40 04				11 90				
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19 2 Kbps		1	UDL	UDL19	26 39	161 56	108 85	67 08	15 56		11 90				
		4 Wire Unbundled Digital 19 2 Kbps		2	UDL	UDL19	35 62	161 56	108 85	67 08	15 56		11 90				
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	68 82	161 56	108 85	67 08	15 56		11 90				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	26 39	161 56	108 85	67 08	15 56		11 90				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	35 62	161 56	108 85	67 08	15 56		11 90				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	68 82	161 56	108 85	67 08			11 90				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23 02									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	26 39	161 56	108 85	67 08			11 90				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	35 62	161 56	108 85	67 08	15 56		11 90				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	68 82	161 56	108 85	67 08	15 56		11 90				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23 02									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		131 67	38 68				11 90				
		2-WIRE Unbundled COPPER LOOP															
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12 65	148 50	102 82	75 05	15 63		11 90				
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17 08	148 50	102 82	75 05	15 63		11 90				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	33 00	148 50	102 82	75 05	15 63		11 90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12 65	123 81	70 09	60 64	9 12		11 90				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17 08	123 81	70 09	60 64	9 12		11 90				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	33 00	123 81	70 09	60 64	9 12		11 90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN'	SOMAN
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	37 07	148 50	102 82	75 05	15 63		11 90				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	50 04	148 50	102 82	75 05	15 63		11 90				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	96 67	148 50	102 82	75 05	15 63		11 90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	37 07	123 81	70 09	60 64	9 12		11 90				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	50 04	123 81	70 09	60 64	9 12		11 90				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	96 67	123 81	70 09	60 64	9 12		11 90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)			UCL	UREWO		123 81	31 41				11 90				
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-ND)			UEQ	UREWO		44 69	22 01				11 90				
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	18 03	177 87	132 76	77 15	17 73		11 90				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	24 34	177 87	132 76	77 15	17 73		11 90				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	47 02	177 87	132 76	77 15	17 73		11 90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	18 03	153 18	100 03	62 74	11 22		11 90				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	24.34	153 18	100 03	62 74	11 22		11 90				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	47 02	153 18	100 03	62 74	11 22		11 90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	64 52	177 87	132 76	77 15	17 73		11 90				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	87 09	177 87	132 76	77 15	17 73		11 90				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	188 25	177 87	132 76	77 15	17 73		11 90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	64 52	153 18	100 03	62 74	11 22		11 90				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	87 09	153 18	100 03	62 74	11 22		11 90				
		4-Wire Unbundled Copper Loop/Long - without manual svc inquiry and facility reservation - Zone 3		3	UCL	UCL4O	188 25	153 18	100 03	62 74	11 22		11 90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9 00	9 00								
		CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		123 81	31 41				11 90				
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS	ULM2L		0 00	0 00								
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS	ULM2G		343 12	343 12								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		0 00	0 00								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment 2			Exhibit B
CATEGORY		RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		343 12	343 12								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF, ULS	ULMBT		10 52	10 52								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		487 23	487 23				00				
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		6 25	6 25				11 90				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		169 25	169 25				11 90				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		38 65	38 65				11 90				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7 61	60 19	21 78	47 50	5 26		11 90				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	10 27	60 19	21 78	47 50	5 26		11 90				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	19 85	60 19	21 78	47 50	5 26		11 90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9 00	9 00								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8 12	68 83	30 42	49 71	6 60		11 90				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10 96	68 83	30 42	49 71	6 60		11 90				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	21 18	68 83	30 42	49 71	6 60		11 90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9 00	9 00								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	3 50	51 84	13 44	47 50	5 26		11 90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9 00	9 00								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	8 68	55 91	17 51	49 71	6 60		11 90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9 00	9 00								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	6 25	60 19	21 78	47 50	5 26		11 90				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	8 44	60 19	21 78	47 50	5 26		11 90				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	16 30	60 19	21 78	47 50	5 26		11 90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9 00	9 00								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	5 20	68 83	30 42	49 71	6 60		11 90				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	7 02	68 83	30 42	49 71	6 60		11 90				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	13 55	68 83	30 42	49 71	6 60		11 90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9 00	9 00								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		10 11	10 11				11 90				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		10 11	10 11				11 90				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		15 58	15 58				11 90				
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0 2286	18 02	18.02				11 90				
		Set-Up Work Site Visit Survey, per MDU			UENTW	UENVS		120 11	120 11								
		Site Visit Set-Up - Per Terminal - 1st Terminal			UENTW	UENSS		39 43	39 43								

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2			Exhibit. B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Site Visit Set-Up, Per Terminal, Additional Terminals			UENTW	UENSV		36 42	36 42								
		Access Terminal Provisioning, per Terminal, 1st Terminal			UENTW	UEN1T		101.09	101 09								
		Access Terminal Provisioning, per Terminal, Additional Terminals			UENTW	UEN2T		100 25	100 25								
		UNTW Pair Provisioning, per Pair for 1st Terminal			UENTW	UENP1		4 48	4 48								
		UNTW Pair Provisioning, per Pair for Additional Terminals			UENTW	UENPA		3 64	3 64								
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		68 08	42 80				11 90				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		110 48	85 20				11 90				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7 63	7 63				11 90				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7 63	7 63				11 90				
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		487 23					11 90				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		6 25	6 25				11 90				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		522 41	11 32				11 90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	8 05	92 75	51 24	58 45	13 07		11 90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	10 87	92 75	51 24	58 45	13 07		11 90				
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	21 00	92 75	51 24	58 45	13 07		11 90				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		23 02									
		Unbundle Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	8 05	92 75	51 24	58 45	13 07		11 90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	10 87	92 75	51 24	58 45	13 07		11 90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	21 00	92.75	51 24	58 45	13 07		11 90				
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		23 02									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	8 05	92 75	51 24	58 45	13 07		11 90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	10 87	92 75	51 24	58 45	13 07		11 90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	21 00	92 75	51 24	58 45	13 07		11 90				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		23 02									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	17 26	106 92	64 46	63 54	14 83		11 90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	23 29	106 92	64 46	63 54	14 83		11 90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	45 00	106 92	64 46	63 54	14 83		11 90				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23 02									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	17.26	106 92	64 46	63 54	14 83		11 90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	23 29	106 92	64 46	63 54	14 83		11 90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	45 00	106 92	64 46	63 54	14 83		11 90				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23 02									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	17 04	109 71	66 68	60 21	12 49		11 90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	23 00	109 71	66 68	60 21	12 49		11 90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	44 43	109 71	66 68	60 21	12 49		11 90				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		23 02									

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment 2			Exhibit B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	17 04	109 71	66 68	60 21	12 49		11 90				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	23 00	109 71	66 68	60 21	12 49		11 90				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	44 43	109 71	66 68	60 21	12 49		11 90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	46 27	133 77	78 02	85 16	21 21		11 90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	62 45	133 77	78 02	85 16	21 21		11 90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	120 65	133 77	78 02	85 16	21 21		11 90				
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		23 02									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	7 25	85 27	42 24	58 54	10 82		11 90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	9 79	85 27	42 24	58 54	10 82		11 90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	18 92	85 27	42 24	58 54	10 82		11 90				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23 02									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	14 22	99 66	57 20	60 98	12 28		11 90				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	19 20	99 66	57 20	60 98	12 28		11 90				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	37 09	99 66	57 20	60 98	12 28		11 90				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23 02									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	18 68	100 62	58 16	63 54	14 83		11 90				
		Sub-Loop Feeder - Per 4-Wire 19 2 Kbps Digital Grade Loop		2	UDL	USBFN	25 21	100 62	58 16	63 54	14 83		11 90				
		Sub-Loop Feeder - Per 4-Wire 19 2 Kbps Digital Grade Loop		3	UDL	USBFN	48 71	100 62	58 16	63 54	14 83		11 90				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	18 68	100 62	58 16	63 54	14 83		11 90				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	25 21	100 62	58 16	63 54	14 83		11 90				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	48 71	100 62	58 16	63 54	14 83		11 90				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		23.02									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	18 68	100 62	58 16	63 54	14 83		11 90				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	25 21	100 62	58 16	63 54	14 83		11 90				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	48 71	100 62	58 16	63 54	14 83		11 90				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		23 02									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month			UE3	1L5SL	15 69										
		Sub Loop Feeder - DS3 - Facility Termination Per Month			UE3	USBF1	347 59	3,386 00	407 15	166 83	94 58		11 90				
		Sub Loop Feeder – STS-1 - Per Mile Per Month			UDLSX	1L5SL	15 69										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month			UDLSX	USBF7	402 09	3,386 00	407 15	166 83	94 58		11 90				
		Sub Loop Feeder – OC-3 – Per Mile Per Month			UDLO3	1L5SL	11 90										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month			UDLO3	USBF5	62 98										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month			UDLO3	USBF2	547 22	3,386 00	407 15	166 83	94 58		11 90				
		Sub Loop Feeder - OC-12 - Per Mile Per Month			UDL12	1L5SL	14 65										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month			UDL12	USBF6	502 47										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month			UDL12	USBF3	1,577 00	3,386 00	407 15	166 83	94 58		11 90				
		Sub Loop Feeder - OC-48 - Per Mile Per Month			UDL48	1L5SL	48 06										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month			UDL48	USBF9	251 80										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month			UDL48	USBF4	1,589 00	3,572 00	407 15	168 35	95 43		11 90				
		Sub Loop Feeder - OC-12 Interface On OC-48			UDL48	USBF8	331 15	788 39	407.15	168 35	95 43		11 90				
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	449 49	359 42	359.42				11 90				
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	[illegible] 14	149.76	149 76				11 90				
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	49 53	359 42	359 42				11 90				

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2			Exhibit B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	90 05	149 76	149 76				11 90				
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5 04	71 70	51 52	18 49	4 82		11 90				
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8 00	16 59	16 50	6 77	6 73		11 90				
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8 00	16 59	16 50	6 77	6 73		11 90				
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2 00	16 59	16 50	6 77	6 73		11 90				
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11 90	16 59	16 50	6 77	6 73		11 90				
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7 10	16 59	16 50	6 77	6 73		11 90				
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	34 68	16 59	16 50	6 77	6 73		11 90				
		Unbundled Loop Concentration - Digital 19 2 Kbps Data Loop Interface			UDL	ULCC7	10 51	16 59	16 50	6 77	6 73		11 90				
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10 51	16 59	16 50	6 77	6 73		11 90				
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10 51	16 59	16 50	6 77	6 73		11 90				
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0 00	0 00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0 00	0 00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0 00	0 00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0 00	0 00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0 00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: 4 month minimum billing period																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10 92										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	386 88	556 37	343 01	139 13	96 84		11 90				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10 92										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	426 60	556 37	343 01	139 13	96 84		11 90				
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		52 17	52 17								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		55 07	55 07								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0 6784	0 6784								
HIGH FREQUENCY SPECTRUM																	
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity - True up pending approval by PSC	I	I	ULS	ULSDA	119 72	379 13	0 00	347 90	0 00		0 00				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment 2			Exhibit B
CATEGORY		RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charges - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Line Sharing Splitter, per System 24 Line Capacity - True up pending approval by PSC	I	I	ULS	ULSDB	29 93	379 13	0 00	347 90	0 00		0 00				
		Line Sharing Splitter, Per System, 8 Line Capacity	I	I	ULS	ULSD8	8 33	150 00	0 00	150 00	0 00		0 00				
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD) - True up pending approval by PSC		I	ULS	ULSDG		115 72		86 29							
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per occurance of each group of 24 lines) - True up pending approval by PSC		I	ULS	ULSDG		57 94		11 13							
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation - True up pending approval by PSC	I	I	ULS	ULSDC	0 00	29 68	21 28	19 57	9 61		10 73				
		Line Sharing - per Subsequent Activity per Line Rearrangement - True up pending approval by PSC	I	I	ULS	ULSDS		21 68	18 44				10 73				
		Line Splitting - per line activation DLEC owned splitter		I	UEPSR UEPSB	UREOS	0 61										
		Line Splitting - per line activation BST owned - physical		I	UEPSR UEPSB	UREBP	0 638	29 68	21 28	19 57	9 61						
		Line Splitting - per line activation BST owned - virtual		I	UEPSR UEPSB	UREBV	1.134	29 68	21 28	19 57	9 61						
UNBUNDLED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0 0091										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	25 32	47 35	31 78	18 31	7 03		11 90				
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat - Per Mile per month			U1TVX	1L5XX	0 0091										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat - Facility Termination per month			U1TVX	U1TR2	25 32	47 35	31 78	18 31	7 03		11 90				
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0 0091										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	22 58	47 35	31 78	18 31	7 03		11 90				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0 0091										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	18 44	47 35	31 78	18 31	7 03		11 90				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0 0091										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	18 44	47 35	31 78	18 31	7 03		11 90				
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0 1856										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			U1TD1	U1TF1	88 44	105 54	98 47	21 47	[illegible]		11 90				
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3 87										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,071 00	335 46	219 28	72 03	70 56		11 90				
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1																
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3 87										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	1,056 00	335 46	219 28	72 03	70 56		11 90				
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months																

UNBUNDLED NETWORK ELEMENTS - Florida

Attachment 2 | Exhibit B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 1		1	ULDVX	ULDV2	21 94	265 84	46 97	37 63	4 00		11 90				
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 2		2	ULDVX	ULDV2	29 62	265 84	46 97	37 63	4 00		11 90				
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 3		3	UNDVX	ULDV2	57 22	265 84	46 97	37 63	4 00		11 90				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat Per month - Zone 1		1	ULDVX	ULDR2	21 94	265 84	46 97	37 63	4 00		11 90				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per Month - Zone 2		2	ULDVX	ULDR2	29 62	265 84	46 97	37 63	4 00		11 90				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat Per Month - Zone 3		3	ULDVX	ULDR2	57 22	265 84	46 97	37 63	4 00		11 90				
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 1		1	UNDVX	ULDV4	22 81	266 54	47 67	44 22	5 33		11 90				
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 2		2	UNDVX	ULDV4	30 79	266 54	47 67	44 22	5 33		11 90				
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 3		3	UNDVX	ULDV4	59 48	266 54	47 67	44 22	5 33		11 90				
	Local Channel - Dedicated - DS1 per month - Zone 1		1	ULDD1	ULDF1	35 28	216 65	183 54	24 30	16 95		11 90				
	Local Channel - Dedicated - DS1 per month - Zone 2		2	ULDD1	ULDF1	47 63	216 65	183 54	24 30	16 95		11 90				
	Local Channel - Dedicated - DS1 per month - Zone 3		3	ULDD1	ULDF1	92 01	216 65	183 54	24 30	16 95		11 90				
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	8 50										
	Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	531 91	556 37	343.01	139 13	96 84		11 90				
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	8 50										
	Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	540 69	556 37	343 01	139 13	96 84		11 90				
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	146 77	101 42	71 62	11 09	10 49		11 90				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2 4-64kbs)			UDL	1D1DD	2 10	10 07	7 08				11 90				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	3 66	10 07	7 08				11 90				
	Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	1 38	10 07	7 08				11 90				
	DS3 to DS1 Channel System per month			UXTD3	MQ3	211 19	199 28	118 64	40 34	39 07		11 90				
	STS1 to DS1 Channel System per month			UXTS1	MQ3	211 19	199 28	118 64	40 34	39 07		11 90				
	DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	13 76	10 07	7 08				11 90				
DARK FIBER																
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	55 04										
	NRC Dark Fiber - Local Channel			UDF	UDFC4		751 34	193 88	356 21	230 11		11 90				
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	26 85										
	NRC Dark Fiber - Interoffice Channel			UDF	UDF14		751 34	193 88	356 21	230 11		11 90				
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	55 04										
	NRC Dark Fiber - Local Loop			UDF	UDFL4		751 34	193 88	356 21	230 11		11 90				
TRANSPORT OTHER																
	Optional Features & Functions:															
	Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel			UNC1X	CCOEF		184 92	23 82	2 07	0 80		11 90				
	Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel			UNC1X	CCOSF		184.92	23 82	2 07	0 80		11 90				
8XX ACCESS TEN DIGIT SCREENING																
	8XX Access Ten Digit Screening, Per Call			OHD		0 0006252										
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4 15	0 70				11 90				

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS RATES ($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			8 78	1 18	5 77	0 70		11 90				
	8XX Access Ten Digit Screening, Per 8XX No Established With POTS Translations			OHD	N8FTX		8 78	1 18	5 77	0 70		11 90				
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4 15	2 07				11 90				
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No			OHD	N8FMX		4 85	2 78				11 90				
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		4 85	0 70				11 90				
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4 15	4 15				11 90				
	8XX Access Ten Digit Screening, w/ 8XX No Delivery, per query			OHD		0 0006252										
	8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query			OHD		0 0006252										
LINE INFORMATION DATA BASE ACCESS (LIDB)																
	LIDB Common Transport Per Query			OQT		0 0000203										
	LIDB Validation Per Query			OQU		0 0136959										
	LIDB Originating Point Code Establishment or Change			OQT, OQU	[illegible]PBX		55 13	55 13	55 13	55 13		11 90				
SIGNALING (CCS7)																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135 05										
	CCS7 Signaling Usage, Per TCAP Message			UDB		0 0000607										
	CCS7 Signaling Connection, Per link (A link)			UOB	TPP++	17 93	43 57	43 57	18 31	18 31		11 9[illegible]				
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17 93	43 57	43 57	18 31	18 31		11 90				
	CCS7 Signaling Usage, Per ISUP Message			UDB		0 0000152										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694 32										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46 03	46 03	46 03	46 03		11 90				
E911 SERVICE																
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 1					21 94	265 84	46 97	37 63	4 00		11 90				
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 2					29 62	265 84	46 97	37 63	4 00		11 90				
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 3					57 22	265 84	46 97	37 63	4 00		11 90				
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0091										
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					25 32	47 35	31 78	18 31	7 03		11 90				
	Local Channel - Dedicated - DS1 - Zone 1					35 28	216 65	183 54	21 47	19 05		11 90				
	Local Channel - Dedicated - DS1 - Zone 2					47 83	216 65	183 54	21 47	19 05		11 90				
	Local Channel - Dedicated - DS1 - Zone 3					92 01	216 65	183 54	21 47	19 05		11 90				
	Interoffice Transport - Dedicated - DS1 Per Mile					0 1856										
	Interoffice Transport - Dedicated - DS1 Per Facility Termination					88 44	105 54	98 47	21 47	19 05		11 90				
CALLING NAME (CNAM) SERVICE																
	CNAM for DB Owners, Per Query			OQV		0 001024										
	CNAM for Non DB Owners, Per Query			OQV		0 001024										
	CNAM For DB Owners - Service Establishment			OQV			25 35	25 35	19 01	19 01		11 90				
	CNAM For Non DB Owners - Service Establishment			OQV			25 35	25 35	19 01	19 01		11 90				
	CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			1,592 00	1,177 00	352 36	259 09		11 90				
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			546 51	393 82	358 06	259 09		11 90				
LNP Query Service																
	LNP Charge Per query			OQV		0 000852										
	LNP Service Establishment Manual						13 83	13 83	12 71	12 71		11 90				
	LNP Service Provisioning with Point Code Establishment						655 50	334 88	297 03	218 40		11 90				
OPERATOR CALL PROCESSING																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment 2			Exhibit B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Oper Call Processing - Oper Provided, Per Min. - Using BST LIDB					1 20										
	Oper Call Processing - Oper Provided, Per Min. - Using Foreign LIDB					1 24										
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0 20										
	Oper Call Processing - Fully Automated, per Call - Using Foreign LIDB					0 20										
INWARD OPERATOR SERVICES																
	Inward Operator Services - Verification, Per Call					1 00										
	Inward Operator Services - Verification and Emergency Interrupt - Per Call					1 95										
BRANDING - OPERATOR CALL PROCESSING																
	Recording of Custom Branded OA Announcement				CBAOS		7,000 00	7,000 00				11 90				
	Loading of Custom Branded OA Announcement per shell/NAV				CBAOL		500 00	500 00				11 90				
Unbranding via OLNS for UNEP CLEC																
	Loading of OA per OCN (Regional)						1,200 00	1,200 00				11 90				
DIRECTORY ASSISTANCE SERVICES																
DIRECTORY ASSISTANCE ACCESS SERVICE																
	Directory Assistance Access Service Calls, Charge Per Call					0 271744										
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0 10										
DIRECTORY TRANSPORT																
	SWA Common transport per Directory Assistance Access Service Call					0 0003										
	SWA Common Transport per Directory Assistance Access Service Call Mile					0 00004										
	Access Tandem Switching per Directory Assistance Access Service Call					0 00055										
	Directory Assistance Interconnection per Directory Assistance Access Service Call					0 00										
	DS3 to DS1 Multiplexer per DA Access Service Call					0 00018										
DIRECTORY ASSISTANCE SERVICES																
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
	Directory Assistance Data Base Service Charge Per Listing					0 04										
	Directory Assistance Data Base Service, per month				DBSOF	150 00										
BRANDING - DIRECTORY ASSISTANCE																
Facility Based CLEC																
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000 00	6,000 00								
	Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170 00	1,170 00								
UNEP CLEC																
	Recording of DA Custom Branded Announcement						3,000 00	3,000 00								
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170 00	1,170 00								
Unbranding via OLNS for UNEP CLEC																
	Loading of DA per OCN (1 OCN per Order)						420 00	420 00								
	Loading of DA per Switch per OCN						16 00	16 00								
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		93 55	93 55	12 71	12 71		11 90				
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Cost			CLO	EAF		4,122 00	2,848 30								
	Virtual Collocation - Cable Installation Cost, per cable			CLO	ESPCX		965 00	2,750 00								
	Virtual Collocation - Floor Space, per sq ft			CLO	ESPVX	4 25										

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - Power, per breaker amp			CLO	ESPAX	6 95										
		Virtual Collocation - Cable Support Structure, per entrance cable			CLO	ESPSX	13 35										
		Virtual Collocation - 2-wire Cross Connects (loop), per 100 ckts			ueanl,uea,udn,udc, ual,uhl,ucl,ueq	UEAC2	5 02	1,157 00	1,157 00				11 90				
		Virtual Collocation - 4-wire Cross Connects (loop), per 100 ckts			uea,uhl,uct,udl	UEAC4	5 02	1,157 00	1,157 00				11 90				
		Virtual Collocation - 2-Fiber Cross Connects			CLO	CNC2F	6 71	2,431 00					11 90				
		Virtual Collocation - 4-Fiber Cross Connects			CLO	CNC4F	6 71	2,431 00					11 90				
		Virtual Collocatin - DS1 Cross Connects			USL,ULC,CLO	CNC1X	7 50	155 00	14 00				11 90				
		Virtual Collocatin - DS3 Cross Connects			USL,ULC,CLO	CND3X	56 25	151 90	11 83								
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	PE1ES	0 0028										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	PE1DS	0 0041										
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS			535 54									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS			535 54									
		Virtual Collocatin - Security Escort - Basic, per quarter hour			CLO	SPTBQ		10 89									
		Virtual Collocatin - Security Escort - Overtime, per quarter hour			CLO	SPTOQ		13 64									
		Virtual Collocatin - Security Escort - Premium, per quarter hour			CLO	SPTPQ		16 40									
		Virtual Collocation - 2-wire Cross Connects (loop), per 100 ckts			CLO		5 02	1,157 00									
		Virtual Collocation - 4-wire Cross Connects (loop), per 100 ckts			CLO		5 02	1,157 00									
		Virtual Collocation - DS-1/DCS, PER 28 CKTS			CLO	VE11S	226 39	1,950 00									
		Virtual Collocation - DS-1.DSX, PER 28 CKTS			CLO	VE11X	11 51	1,950 00									
		Virtual Collocation - DS-3/DCS, PER CKT			CLO	VE13S	56 97	528 00									
		Virtual Collocation - DS-3/DSC, PER CKT			CLO	VE13X	10 06	528 00									
		Virtual Collocation - Virtual to Virtual connection, per fiber, per cable			CLO		0 19	526 17									
		Virtual Collocation - Virtual to Virtual connection - DS1/DS-3, per cable			CLO		0 17	134 46									
		Virtual Collocatin - Maintenance in CO - Basic, per quarter hour			CLO	SPTRE		10 89									
		Virtual Collocatin - Maintenance in CO - Overtime, per quarter hour			CLO	SPTOE		13 64									
		Virtual Collocatin - Maintenance in CO - Premium per quarter hour			CLO	SPTPE		16 40									
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0 524	11 57	11 57				11 90				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade Res			UEPRX	PE1R2	0 524	11 57	11 57				11 90				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0 524	11 57	11 57				11 90				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0 524	11 57	11 57				11 90				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0 524	11 57	11 57				11 90				
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0 524	11 57	11 57				11 90				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0 524	11 57	11 57				11 90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2			Exhibit B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire DS1			UEPDD	VE1R4	0 524	11 57	11 57				11 90				
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0 524	11 57	11 57				11 90				
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0 0297	33 86	31 95				10 73				
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		193,444 00		7,737 00			11 90				
		End Office Establishment			SRC	SRCEO		187 36	187.36	0 69	0 69		11 90				
		Query NRC, per query			SRC		0 0031868										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		43 56	43 56	44 93	44 93		11 90				
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8 64	8 64	10 03	10 03		11 90				
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8 64	8 64	10 03	10 03		11 90				
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		38 66	38 66	29 88	29 88		11 90				
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75 10	75 10	12 93	12 93		11 90				
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0 0028										
		AIN SMS Access Service - Session, Per Minute					0 7809										
		AIN SMS Access Service - Company Performed Session, Per Minute					0 4609										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43 56	43.56	44 93	44 93		11 90				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,439 00	8,439 00				11 90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		8 64	8 64	10 03	10 03		11 90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8 64	8 64	10 03	10 03		11 90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		8 64	8 64	10 03	10 03		11 90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		38 06	38 06	15 86	15 86		11 90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		38 06	38 06	15 86	15 86		11 90				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		38 06	38 06	15 86	15 86		11 90				
		AIN Toolkit Service - Query Charge, Per Query					0 0535927										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0 0063698										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0 06										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	8 34	8 64	8 64	6 08	6 08		11 90				
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3 73	9 56	9 56				11 90				
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	4 73	8 64	8 64	6 08	6 08		11 90				
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0 12	9 56	9 56				11 90				
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA;																
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l
											OSS RATES ($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply)																
NOTE: In GA, TN, KY, LA & MS, the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	14 50	127 59	60 54	48 00	6 31		11 90				
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	19 57	127 59	60 54	48 00			11 90				
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	37.82	127 59	60 54	48 00	6 31		11 90				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0 1856										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95		11 90				
	DS [illegible]nelization System Per Month			UNC1X	MQ1	146 77	57 28	14 74	1 50	1 34						
	Voi[illegible] COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	1 38	6 71	4 84								
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14 50	127 59	60 54	48 00	6 31		11 90				
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	19 57	127 59	60 54	48 00	6 31		11 90				
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	37.82	127 59	60 54	48 00	6 31		11 90				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1 38	6 71	4 84								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98		11 90				
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	23 02	127 59	60 54	48 00	6 31		11 90				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	31 07	127 59	60 54	48 00	6 31		11 90				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60 02	127 59	60 54	48 00	6 31		11 90				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95		11 90				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146 77	57 28	14 74	1 50	1 34						
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1 38	6 71	4 84								
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	23 02	127 59	60 54	48 00	6 31		11 90				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	31 07	127 59	60 54	48 00	6 31		11 90				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60 02	127.59	60 54	48 00	6 31		11 90				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1 38	6 71	4 84								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98		11 90				
4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26 39	127 59	60 54	48 00	6 31		11 90				
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35 62	127 59	60 54	48 00	6 31		11 90				

UNBUNDLED NETWORK ELEMENTS - Florida

Attachment: 2 *Exhibit B*

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	68 82	127 59	60 54	48 00	6 31		11 90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95		11 90				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146 77	57 28	14 74	1 50	1 34						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2 4-64kbs)			UNCDX	1D1DD	2 10	6 71	4 84								
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26 39	127 59	60 54	48 00	6 31		11 90				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35 62	127 59	60 54	48 00	6 31		11 90				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	68 82	127 59	60 54	48 00	6 31		11 90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2 4-64kbs)			UNCDX	1D1DD	2 10	6 71	4 84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98		11 90				
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26 39	127 59	60 54	48 00	6 31		11 90				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35 62	127 59	60 54	48 00	6 31		11 90				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	68 82	127 59	60 54	48 00	6 31		11 90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95		11 90				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146 77	57 28	14 74	1 50	1 34						
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2 4-64kbs)			UNCDX	1D1DD	2 10	6 71	4 84								
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26 39	127.59	60 54	48 00	6 31		11 90				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35 62	127 59	60 54	48 00	6 31		11 90				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	68 82	127.59	60 54	48 00	6 31		11 90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2 4-64kbs)			UNCDX	1D1DD	2 10	6 71	4 84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98		11 90				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	73 44	217 75	121 62	51 44	14 45		11 90				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	99 13	217 75	121 62	51 44	14 45		11 90				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	191 51	217 75	121 62	51 44	14 45		11 90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0 1856										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95		11 90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment 2			Exhibit B
CATEGORY		RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98		8 98		11 90				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	73 44	217 75	121 62	51 44	14 45		11 90				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	99 13	217 75	121 62	51 44	14 45		11 90				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	191 51	217 75	121 62	51 44	14 45		11 90				
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	3 87										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	1,071 00	320 00	138 20	38 60	18 81		11 90				
		DS3 to DS1 Channel System combination per month			UNC3X	MO3	211 19	115 50	56 54	12 16	4 26						
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13 76	6 71	4 84								
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	73 44	217 75	121 62	51 44	14 45		11 90				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	99 13	217 75	121 62	51 44	14 45		11 90				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	191 51	217 75	121 62	51 44	14 45		11 90				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13 76	6 71	4 84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8 98	8 98	8 98	8 98		11 90				
		2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14 50	127 59	60 54	48 00	6 31		11 90				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	19 57	127 59	60 54	48 00	6 31		11 90				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	37 82	127 59	60 54	48 00	6 31		11 90				
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0 0091										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	25 32	94 70	52 59	45 28	18 03		11 90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8 98	8 98	8 98	8		11 90				
		4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	23 02	127 59	60 54	48 00	6 31		11 90				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	31 07	127 59	60 54	48 00	6 31		11 90				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60 02	127 59	60 54	48 00	6 31		11 90				
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0 0091										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	22 58	94 70	52 59	45 28	18 03		11 90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8 98	8 98	8 98	8 98		11 90				
		DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	10 92										
		High Capa Loop - DS3 combination - Facility Ter			UNC3X	UE3PX	386 88	226.42	154 73	67 10	26 27						
		Interoffice Transport dicated - DS3 - Per Mile per month			UNC3X	1L5XX	3 87										

UNBUNDLED NETWORK ELEMENTS - Florida

Attachment: 2 Exhibit B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	1,071 00	320 00	138 20	38 60	18 81		11 90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8 98	8 98	8 98	8 98		11 90				
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	10 92										
	High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	426 60	226 42	154.73	67 10	26 27						
	Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	3 87										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	1,056.00	320 00	138 20	38 60	18 81		11 90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8 98	8 98	8 98	8 98		11 90				
2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	21.76	127 59	60 54	48 00	6 31		11 90				
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29 38	127 59	60 54	48 00	6 31		11 90				
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	56 76	127 59	60 54	48 00	6 31		11 90				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0 1856										
	Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	88 44	174 46	122 46	45 61	17 95		11 90				
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	146.77	57 28	14 74	1 50	1 34						
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3 66	6 71	4 84								
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	21 76	127 59	60 54	48 00	6 31		11 90				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29 38	127.59	60 54	48 00	6 31		11 90				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	56 76	127 59	60 54	48 00	6 31		11 90				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3 66	6 71	4 84								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98		11 90				
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	73 44	217 75	121 62	51 44	14 45		11 90				
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	99 13	217 75	121 62	51 44	14 45		11 90				
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	191.51	217 75	121 62	51 44	14 45		11 90				
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	3 87										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	1,056 00	320 00	138 20	38 60	18 81		11 90				
	STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	211 19										
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13 76	6 71	4 84								
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	73 44	217 75	121 62	51 44	14 45		11 90				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	99 13	217 75	121 62	51 44	14 45		11 90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment. 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	191 51	217 75	121 62	51 44	14 45		11 90				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13 76	6 71	4 84								
	Nonrecurrin[illegible]tly Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8 98	8 98	8 98	8 98		11 90				
4-WIRE 56 KBPS DI[illegible]L EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26 39	127 59	60 54	48 00	6 31		11 90				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35 62	127 59	60 54	48 00	6 31		11 90				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	68 82	127 59	60 54	48 00	6 31		11 90				
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0 0091										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	18 44	94 70	52 59	45 28	18 03		11 90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8 98	8 98	8 98	8 98		11 90				
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26 39	127 59	60 54	48 00	6 31		11 90				
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35 62	127 59	60 54	48 00	6 31		11 90				
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	68 82	127 59	60 54	48 00	6 31		11 90				
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0 0091										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	18 44	94 70	52 59	45 28	18 03		11 90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8 98	8 98	8 98	8 98		11 90				
ADDITIONAL NETWORK ELEMENTS																
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																
When used as ordinarily combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.																
Node (SynchroNet)																
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC		8 98	8 98	8 98	8 98		11 90				
	56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCCC		8 98	8 98	8 98	8 98		11 90				
	DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC1X	UNCCC		8 98	8 98	8 98	8 98		11 90				
	DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCCC		8 98	8 98	8 98	8 98		11 90				
	STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNCSX	UNCCC		8 98	8 98	8 98	8 98		11 90				
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
Exchange Ports																
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
2-WIRE VOICE GRADE LINE PORT RATES (RES)																
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.40	3 74	3 63	1 88	1 80		11 90				
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1 40	3 74	3 63	1 88	1 80		11 90				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res			UEPSR	UEPRO	1 40	3 74	3 63	1 88	1 80		11 90				

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2			Exhibit. B
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN.	SOMAN
	Exchange Ports - 2-Wire VG unbundled Florida area calling with Caller ID - Res			UEPSR	UEPAF	1 40	3 74	3 63	1 88	1 80		11 90				
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1 40	3 74	3 63	1 88	1 80		11 90				
	Subsequent Activity			UEPSR	USASC	0 00	0 00	0 00								
FEATURES																
	All Available Vertical Features			UEPSR	UEPVF	2 26	0 00	0 00				11 90				
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1 40	3 74	3 63	1 88	1 80		11 90				
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus			UEPSB	UEPBC	1 40	3 74	3 63	1 88	1 80		11 90				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus			UEPSB	UEPBO	1 40	3 74	3 63	1 88	1 80		11 90				
	Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1 40	3 74	3 63	1 88	1 80		11 90				
	Subsequent Activity			UEPSB	USASC	0 00	0 00	0 00								
FEATURES																
	All Available Vertical Features			UEPSB	UEPVF	2 26	0 00	0 00				11 90				
EXCHANGE PORT RATES (DID & PBX)																
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1 40	39 06	18 18	12 35	0 7187		11 90				
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1 40	39 06	18 18	12 35	0 7187		11 90				
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1 40	39 06	18 18	12 35	0 7187		11 90				
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1 40	39 06	18 18	12 35	0 7187		11 90				
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1 40	39.06	18 18	12 35	0 7187		11 90				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1 40	39 06	18 18	12 35	0 7187		11 90				
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1 40	39 06	18 18	12 35	0 7187		11 90				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1 40	39 06	18 18	12 35	0 7187		11 90				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1 40	39 06	18 18	12 35	0 7187		11 90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.40	39 06	18.18	12 35	0 7187		11 90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1 40	39 06	18 18	12 35	0 7187		11 90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1 40	39 06	18 18	12 35	0 7187		11 90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1 40	39 06	18 18	12 35	0 7187		11 90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1 40	39 06	18 18	12 35	0 7187		11 90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.40	39 06	18 18	12 35	0 7187		11 90				
	Subsequent Activity			UEPSP	USASC	0 00	0 00	0 00								
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	2 26	0 00	0.00				11 90				
EXCHANGE PORT RATES (COIN)																
	Exchange Ports - Coin Port					1 40	3 74	3 63	1 88	1 80		11 90				
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process															
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES (DID & PBX)																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8 73	78 41	15.82	41 94	4 26		11 90			1 83	
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	54 95	151 11	77 75	48 81	3 10		11 90			1 83	
	Exchange Ports - 2-Wire ISDN Port (See Notes below)			UEPTX UEPSX	U1PMA	8 83	46 83	50 68	27 64	11 93		11 90			1 83	
	All Features Offered			UEPTX UEPSX	UEPVF	2 26	0 00	0.00				11 90			1 83	
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															

UNBUNDLED NETWORK ELEMENTS - Florida																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS RATES ($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																	
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0 00	0 00	0 00									
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	82 74	174 61	95 17	49 80	18 23		11 90			1 83		
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
End Office Switching (Port Usage)																	
	End Office Switching Function, Per MOU					0 0007662											
	End Office Trunk Port - Shared, Per MOU					0 000164											
Tandem Switching (Port Usage) (Local or Access Tandem)																	
	Tandem Switching Function Per MOU					0.0001319											
	Tandem Trunk Port - Shared, Per MOU					0 000235											
Common Transport																	
	Common Transport - Per Mile, Per MOU					0 0000035											
	Common Transport - Facilities Termination Per MOU					0 0004372											
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																	
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																	
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																	
For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																	
UNE Port/Loop Combinations																	
	2-Wire VG Loop/Port Combo - Zone 1		1			14 11											
	2-Wire VG Loop/Port Combo - Zone 2		2			18 23											
	2-Wire VG Loop/Port Combo - Zone 3		3			33 04											
UNE Loop Rates																	
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12 94											
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	17 06											
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	31 87											
2-Wire Voice Grade Line Port Rates (Res)																	
	2-Wire voice unbundled port - residence			UEPRX	UEPPI	1 17	90 00	90 00				11 90					
	2-Wire voice unbundled port with Caller ID - res			UEPRX		1 17	90 00	90 00				11 90					
	2-Wire voice unbundled port outgoing only - res			UEPRX		1 17	90 00	90 00				11 90					
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX		1 17	90 00	90 00				11 90					
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1 17	90 00	90 00				11 90					
FEATURES																	
	All Features Offered			UEPRX	UEPVF	2 26	0 00	0 00				11 90					
LOCAL NUMBER PORTABILITY																	
	Local Number Portability (1 per port)			UEPRX	LNPCX	0 35											
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0 102	0 102				11 90					
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0 102	0 102				11 90					
ADDITIONAL NRCs																	
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0 00	0 00	0 00				11 90					
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																	
UNE Port/Loop Combination Rates																	
	2-Wire VG Loop/Port Combo - Zone 1		1			14 11											
	2-Wire VG Loop/Port Combo - Zone 2		2			18 23											
	2-Wire VG Loop/Port Combo - Zone 3		3			33 04											

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2			Exhibit B
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12 94										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	17 06										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	31 87										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1 17	90 00	90 00				11 90				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1 17	90 00	90 00				11 90				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1 17	90 00	90 00				11 90				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	1 17	90 00	90 00				11 90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0 35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	2 26	0 00	0 00				11 90				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0 102	0 102				11 90				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0 102	0 102								
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0 00	0 00				11 90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14 11										
	2-Wire VG Loop/Port Combo - Zone 2		2			18 23										
	2-Wire VG Loop/Port Combo - Zone 3		3			33 04										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	12 94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	17.06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	31 87										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1 17						11 90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3 15	0 00	0 00								
FEATURES																
	All Features Offered			UEPRG	UEPVF	2 26	0 00	0 00				11 90				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		8 45	1 91				11 90				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		8 45	1 91				11 90				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0 00	0 00	0 00				11 90				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7 09	7 09				11 90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14 11										
	2-Wire VG Loop/Port Combo - Zone 2		2			18 23										
	2-Wire VG Loop/Port Combo - Zone 3		3			33 04										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	12 94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	17 06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	31 87										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2			Exhibit. B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-tal	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Elect	Incremental Charge - Manual Svc Order vs Electronic- ac Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1 17	90 00	90 00				11 90				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1 17	90 00	90 00				11 90				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1 17	90 00	90 00				11 90				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1 17	90 00	90 00				11 90				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1 17	90 00	90 00								
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1 17	90 00	90 00								
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1 17	90 00	90 00				11				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1 17	90.00	90 00				11 90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1 17	90 00	90 00				11 90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1 17	90 00	90 00				11 90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1 17	90 00	90 00				11 90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1 17	90 00	90 00				11 90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1 17	90 00	90 00				11 90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3 15	0 00	0 00								
FEATURES																
	All Features Offered			UEPPX	UEPVF	2 26	0 00	0 00				11 90				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		8 45	1 91				11 90				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		8 45	1 91				11 90				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0 00	0 00	0 00				11 90				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7 86	7 86				11 90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			14 11										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			18 23										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			33.04										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12 94										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	17 06										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	31.87										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	1 17	90 00	90 00				11 90				
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	1 17	90 00	90 00				11 90				
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	1 17	90 00	90 00				11 90				
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	1 17	90 00	90 00				11 90				
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	1 17	90 00	90 00				11 90				
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	1 17	90 00	90 00				11 90				
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1 17	90 00	90 00				11 90				
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1 17	90 00	90 00				11 90				

UNBUNDLED NETWORK ELEMENTS - Florida

Attachment 2 — Exhibit B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
											OSS RATES ($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1 86	90.00	90 00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0 35										
FEATURES																
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0 102	0 102				11 90				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0 102	0 102				11 90				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0 00	0 00				11 90				
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			23 21										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			28 28										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			46 53										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	14 50						11 90			1 83	
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	19 57						11 90			1 83	
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	37 82						11 90			1 83	
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8 71						11 90			1 83	
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7 85	1 87				11 90				
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7 85	1 87				11 90				
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32 26	32.26				11 90				
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0 00	0 00	0 00				11 90			1 83	
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0 00	0 00				11 90			1 83	
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0 00	0 00	0.00				11 90			1 83	
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0 00	0 00	0 00				11 90			1 83	
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0 00	0 00	0 00				11 90			1 83	
	Reserve DID Numbers			UEPPX	NDV	0 00	0 00	0.00				11 90			1 83	
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3 15	0 00	0 00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		32 09										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		38 15										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		59 94										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	24 71						11 90			1 83	
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	30 77						11 90			1 83	
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	52 56						11 90			1 83	
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	7 38						11 09			1 83	

UNBUNDLED NETWORK ELEMENTS - Florida

Attachment: 2 Exhibit. B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS RATES ($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0 00	25 22	17 00				11 9			1 83	
ADDITIONAL NRCs																
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0 35	0 00	0 00								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0 00	0 00	0 00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0 00	0 00	0 00								
	CSD			UEPPB UEPPR	U1UCC	0 00	0 00	0 00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0 00	0 00								
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	2 26	0 00	0 00				11.90				
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	18 4491	47 35	31 78	18 31	7 03		11 90			1 83	
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0 0091	0 00	0 00				11 90			1 83	
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		156 18										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		181 87										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		274 25										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	73 44						11 90			1 83	
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	99 13						11 90			1 83	
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	191 51						11 90			1 83	
UNE Port Rate																
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	82 74						11 90			1 83	
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0 00	84 17	61 38				11 90			1 83	
ADDITIONAL NRCs																
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance			UEPPP	PR7TF		0 5412					11 90			1 8	
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		12 71	12 71				11 90				
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		25 42	25 42				11 90			1 83	
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
INTERFACE (Provisioning Only)																
	Voice/Data			UEPPP	PR71V	0 00	0 00	0 00								
	Digital Data			UEPPP	PR71D	0 00	0 00	0 00								
	Inward Data			UEPPP	PR71E	0 00	0 00	0 00								
New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0 00	15 48					11 90			1 83	
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0 00	15 48					11 90			1 83	
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0 00	15 48					11 90			1 83	
	New or Additional Useage Sensitive Voice Data B Channel			UEPPP	PR7BS	0 00	15 48					11 90			1 83	
	New or Additional Useage Sensitive Digital Data B Channel			UEPPP	PR7BU	0 00	15 48					11 90			1 83	
CALL TYPES																
	Inward			UEPPP	PR7C1	0 00	0 00	0 00								

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2			Exhibit. B
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Outward			UEPPP	PR7C0	0 00	0 00	0 00								
	Two-way			UEPPP	PR7CC	0 00	0 00	0 00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	88 6256	105 54	98 47	21 47	19 05		11 90			1 93	
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0 1856										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		128 39						11 90			1 83	
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		154 08						11 90			1 83	
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		246 46						11 90			1 83	
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	73 44						11 90			1 83	
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	99 13						11 90			1 83	
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	191 51						11 90			1 83	
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	54 95						11 90			1 83	
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		95 31	46 71				11 90			1 83	
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		95 31	46 71				11 90			1 83	
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		95 31	46 71				11 90			1 83	
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		15 69	15 69				11 90			1 83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		15 69	15 69				11 90			1 83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		15 69	15 69				11 90			1 83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		15 69	15 69				11 90			1 83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		15 69	15 69				11 90			1 83	
BIPOLAR 8 ZERC SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0 00	655 00				11 90			1 83	
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0 00	655 00				11 90			1 83	
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0 00	0 00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0 00	0 00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0 00						11 90			1 83	
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0 00						11 90			1 83	
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0 00						11 90			1 83	
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0 00	0 00	0 00				11 90			1 83	
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0 00						11 90			1 83	
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0 00						11 90			1 83	
	Reserve Non-Consecutive DID Nos			UEPDC	ND6	0 00	0 00	0 00				11 90			1 83	
	Reserve DID Numbers			UEPDC	NDV	0 00	0 00	0 00				11 90			1 83	
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	88 44	105 54	98 47	21 47	19 05		11 90			1 83	
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0 1856	0 00	0 00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0 00	0 00	0 00								

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.1856	0 00	0 00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0 00	0 00	0 00	0 00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0 1856	0 00	0 00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3 15	0 00	0 00	0 00							
	Central Office Termininating Point			UEPDC	CTG	0 00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
Each System can have up to 24 combinations of rates depending on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	73 44	0 00	0 00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	99 13	0 00	0 00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	191 51	0 00	0 00								
UNE DS0 Channelization Capacities (D4 Channel Bank Configurations)																
	24 DS0 Channel Capacity - 1 per DS1			UEPMG	VUM24	118 06	0 00	0 00				11 90			1 83	
	48 DS0 Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	236 12	0 00	0 00				11 90			1 83	
	96 DS0 Channel Capacity -1per 4 DS1s			UEPMG	VUM96	472 24	0 00	0 00				11 90			1 83	
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	708 36	0 00	0 00				11 90			1 83	
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	944 48	0 00	0 00				11 90			1 83	
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,180 60	0 00	0 00				11 90			1 83	
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,416 72	0 00	0 00				11 90			1 83	
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,8[illegible]	0 00	0 00				11 90			1 83	
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,36[illegible]	0 00	0 00				11 90			1 83	
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,833 44	0 00	0 00				11 90			1 83	
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,305 68	0 00	0 00				11 90			1 83	
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelizton with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DS0 Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0 00	96 77	4.24				11 90				
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																
New (Not Currently Combined) In GA, KY, LA, MS & TN Only																
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0 00	726 11	468 21	145 32	17 24		11 90				
Bipolar 8 Zero Substitution												11 90				
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0 00	0 00	655 00				11 90				
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0 00	0 00	655 00				11 90				
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0 00	0 00	0 00								
	Extended Superframe Format			UEPMG	MCOPO	0 00	0 00	0 00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1 38	0 00	0 00	0 00	0 00		11 90			1 83	
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1 38	0 00	0 00	0 00	0 00		11 90			1 83	
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1 38	0 00	0 00	0 00	0 00		11 90			1 83	
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8 71	0 00	0 00	0 00	0 00		11 90			1 83	
Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	25 40	13 41	3 96	3 93		11 90				
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0 66	78 16	18 42	56 03			11 90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2			Exhibit B
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0 00	0 00	0 00				11 90				
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0 00	0 00	0 00				11 90				
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0 00	0 00	0 00				11 90				
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0 00	0 00	0 00				11 90				
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0 00	0 00				11 90				
	Reserve DID Numbers			UEPPX	NDV	0 00	0 00	0 00				11 90				
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3 15	0 00	0 00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	2 26	0 00	0 00				11 90			1 83	
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															
	These scenarios include:															
	1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida, North Carolina and South Carolina.															
	2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines															
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).															
	BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL, NC and SC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.															
	The Market Rate for unbundled ports includes all available features in all states.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).															
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26 79										
	2-Wire VG Loop/Port Combo - Zone 2		2			31 27										
	2-Wire VG Loop/Port Combo - Zone 3		3			47 36										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12 79										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	17 27										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	33 36										
	2-Wire Voice Grade Line Port (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14 00	90 00	90 00				11 90				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14 00	90 00	90 00				11 90				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14 00	90 00	90 00				11 90				
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	14 00	90 00	90 00				11 90				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14 00	90 00	90 00				11 90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0 35										
	FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0 00	0 00								
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-Is			UEPRX	USAC2		41 50	41 50				11 90				
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41 50								
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0 00	0 00				11 90				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment 2			Exhibit B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/Port Combo - Zone 1		1			26 79										
	2-Wire VG Loop/Port Combo - Zone 2		2			31 27										
	2-Wire VG Loop/Port Combo - Zone 3		3			47 36										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12 79										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	17 27										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	33 36										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14 00	90 00	90 00				11 90				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14 00	90 00	90 00				11 90				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14 00	90 00	90 00				11 90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0 35										
FEATURES																
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-Is			UEPBX	USAC2		41 50	41 50				11 90				
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41 50	41 50								
ADDITIONAL NRCs																
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0 00	0 00				11 90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			26 79										
	2-Wire VG Loop/Port Combo - Zone 2		2			31 27										
	2-Wire VG Loop/Port Combo - Zone 3		3			47 36										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	12 79										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	17 27										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	33 36										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14 00	90 00	90 00				11 90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3 15										
FEATURES																
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41 50	41 50				11 90				
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41 50	41 50								
ADDITIONAL NRCs																
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0 00	0 00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7 09	7 09				11 90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			26 79										
	2-Wire VG Loop/Port Combo - Zone 2		2			31 27										
	2-Wire VG Loop/Port Combo - Zone 3		3			47 36										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	12 79										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	17 27										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	33 36										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2			Exhibit B
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14 00	90 00	90 00				11 90				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14 00	90 00	90 00				11 90				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14 00	90 00	90 00				11 90				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14 00	90 00	90 00				11 90				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14 00	90 00	90 00				11 90				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14 00	90 00	90 00				11 90				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14 00	90 00	90 00				11 90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14 00	90 00	90 00				11 90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14 00	90 00	90 00				11 90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14 00	90 00	90 00				11 90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14 00	90 00	90 00				11 90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14 00	90 00	90 00				11 90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14 00	90 00	90 00				11 90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3 15										
FEATURES																
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41 50	41 50				11 90				
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41 50	41 50								
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		0 00	0 00				11 90				
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0 00	0 00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7 09	7 09				11 90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			26 79										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			31 27										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			47 36										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12 79										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	17 27										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	33 38										
2-Wire Voice Grade Line Port Rates (Coin)																
	2-Wire Coin 2-Way with Operator Screening and Blocking 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	14 00	90 00	90 00				11 90				
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	14 00	90 00	90 00				11 90				
	2-Wire Coin 2-Way with Operator Screening and Blocking 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	14 00	90 00	90 00				11 90				
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	14 00	90 00	90 00				11 90				
	2-Wire Coin Outward with Operator Screening and Blocking, 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	14 00	90 00	90 00				11 90				
	2-Wire Coin Outward with Operator Screening and Blocking 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	14 00	90 00	90 00				11 90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0 35										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2			Exhibit B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41 50	41 50				11 90				
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41 50	41 50								
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0 00	0 00				11 90				
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS																
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		14 11										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		18 23										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		33 04										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		16 53										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		21 60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		37 85										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	12 94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	17 08										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	31 87										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	15 36										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	20 43										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	36 68										
UNE Ports																
All States (Except North Carolina and Sout Carolina)																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1 17						11 90			1 83	
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1 17						11 90			1 83	
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1 17						11 90			1 83	
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1 17						11 90			1 83	
Georgia and Florida Only																
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPHA	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPHB	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPHH	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPHM	1 17						11 90			1 83	
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPHZ	1 17						11 90			1 83	

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2			Exhibit B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPH9	1 17						11 90			1 83	
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPH2	1 17						11 90			1 83	
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP91	URECS	0 7384										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP91	LNPCC	0 35										
	Features																
		All Standard Features Offered, per port			UEP91	UEPVF	2 26										
		All Select Features Offered, per port			UEP91	UEPVS	0 00	370 70									
		All Centrex Control Features Offered, per port			UEP91	UEPVC	2 26										
	NARS																
		Unbundled Network Access Register - Combination			UEP91	UARCX	0 00	0 00	0 00								
		Unbundled Network Access Register - Indial			UEP91	UAR1X	0 00	0 00	0 00								
		Unbundled Network Access Register - Outdial			UEP91	UAROX	0 00	0 00	0 00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP91	CENA6	8 81										
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination - Voice Grade			UEP91	MIGBC	25 32										
		Interoffice Channel mileage, per mile or fraction of mile			UEP91	MIGBM	0 0091										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0 66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0 66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0 66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0 66										
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP91	1PQWQ	0 66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0 66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		21 50	8 42								
		Conversion of Existing Centrex Common Block			UEP91	USACN		5 17	8 32								
		New Centrex Standard Common Block			UEP91	M1ACS	0 00	618 82									
		New Centrex Customized Common Block			UEP91	M1ACC	0 00	618 82									
		Secondary Block, per Block			UEP91	M2CC1	0 00	71 31									
		NAR Establishment Charge, Per Occasion			UEP91	URECA	0 00	66 48									
	UNE-P CENTREX - 5ESS (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14 11										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		18 23										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		33 04										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		16 53										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		21 60										

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs El	Incremental Charge - Manual Svc Order vs tronic-lec Add'l
											OSS RATES ($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		37 85										
UNE Loop Rate																
	2-Wire Voice Grade Loop ... Zone 1		1	UEP95	UECS1	12 94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	17 06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	31 87										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	15 36										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	20 43										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	36 68										
UNE Port Rate																
All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1 17						11 90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.17						11 90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1 17						11 90			1 83	
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1 17						11 90			1 83	
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1 17						11 90			1 83	
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1 17						11 90			1 83	
AL, KY, LA, MS, SC, & TN Only																
FL & GA Only												11 90			1 83	
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPHA	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPHB	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPHH	1.17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPHM	1 17						11 90			1 83	
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPHZ	1.17						11 90			1 83	
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPH9	1.17						11 90			1 83	
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPH2	1 17						11 90			1 83	
Local Switching																
	Centrex Inter... ...ility, per port			UEP95	URECS	0 7384										
Local Number Portabi...																
	Local Number Portability (1 per port)			UEP95	LNPCC	0 35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	2 26										
	All Select Features Offered, per port			UEP95	UEPVS	0.00	370 70									
	All Centrex Control Features Offered, per port			UEP95	UEPVC	2 26										
NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0 00	0 00	0 00								
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0 00	0 00	0 00								
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0 00	0 00	0 00								
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	8 81										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	54 95										
	DS0 Channels Activated, each			UEP95	M1HDO	0 00	15 69									
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP95	MIGBC	25 32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0 0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0 66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0 66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0 66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0 66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0 66										
	Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP95	1PQWQ	0 66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0 66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2	0 00	21 50	8 42								
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		5 17	8 32								
	New Centrex Standard Common Block			UEP95	M1ACS	0 00	618 82									
	New Centrex Customized Common Block			UEP95	M1ACC	0 00	618 82									
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0 00	66 48									
UNE-P CENTREX - DMS100 (Valid In All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		14 11										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		18 23										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		24										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		16 53										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		21 60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		37 85										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	17 06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	31 87										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	15 36										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	20 43										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	36 68										
UNE Port Rate																
ALL STATES																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1 17						11 90			1 83	

UNBUNDLED NETWORK ELEMENTS - Florida

Attachment: 2 | Exhibit B

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.17						11.90				
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.17						11.90				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.17									1.83	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.17						11.90			1.83	
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.17						11.90			1.83	
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic			UEP9D	UEPY9	1.17						11.90			1.83	
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.17						11.90			1.83	
	FL & GA Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPHA	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPHB	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPHC	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPHD	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPHE	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPHF	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPHG	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPHT	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPHU	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPHV	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPH3	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPHH	1.17						11.90			1.83	
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPHW	1.17						11.90			1.83	

UNBUNDLED NETWORK ELEMENTS - Florida

Attachment 2 — Exhibit B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPHJ	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPHM	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPHO	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPHP	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPHQ	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPHR	1.17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPHS	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPH4	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPH5	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPH6	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPH7	1.17						11 90			1 83	
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPHZ	1.17						11 90			1 83	
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPH9	1.17						11 90			1 83	
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPH2	1 17						11 90			1 83	
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0 7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0 35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	2 26										
	All Select Features Offered, per port			UEP9D	UEPVS	0 00	370 70									
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	2.26										
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0 00	0 00	0 00								
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0 00	0 00	0 00								
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0 00	0 00	0 00								
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	8 81										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	54 95										
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0 00	15 69									
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	25 32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0 0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0 66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0 66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0 66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0 66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0 66										

UNBUNDLED NETWORK ELEMENTS - Florida

Attachment: 2

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Manual Order vs. Electronic- Disc 1st	Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank Tlie Line/Trunk Loop Slot			UEP9D	1PQWQ	0 66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0 66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		21 50	8 42								
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		5 17	8 32								
	New Centrex Standard Common Block			UEP9D	M1ACS	0 00	618 82									
	New Centrex Customized Common Block			UEP9D	M1ACC	0 00	618 82									
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0 00	66 48									
UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		14 11										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		18 23										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		33 04										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		16 53										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		21 60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		37 85										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	12 94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	17 06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	31 87										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	15 36										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	20 43										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	36 68										
UNE Port Rate																
AL, FL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1 17						11 90			1 83	
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1 17						11 90			1 83	
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.17						11 90			1 83	
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1 17						11 90			1 83	
Florida Only																
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPHA	1 17						11 90			1 83	
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPHB	1 17						11 90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPHH	1 17						11 90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPHM	1 17						11 90			1 83	
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPHZ	1 17						11 90			1 83	

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2			Exhibit. B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPH9	1 17						11 90			1 83	
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPH2	1 17						11 90			1 83	
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0 7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9E	LNPOC	0 35										
Features																
	All Standard Features Offered, per port			UEP9E	UEPVF	2.26										
	All Select Features Offered, per port			UEP9E	UEPVS	0 00	370 70									
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	2.26										
NARS																
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0 00	0 00	0 00								
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0 00	0 00	0 00								
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0 00	0 00	0 00								
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9E	CEND6	8 81										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9E	M1HD1	54 95										
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0 00	15 69									
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9E	MIGBC	25 32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0 0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0 66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0 66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0 66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0 66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0 66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0 66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0 66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		21 50	8 42								
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		5 17	8 32								
	New Centrex Standard Common Block			UEP9E	M1ACS	0 00	618 82									
	New Centrex Customized Common Block			UEP9E	M1ACC	0 00	618 82									
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0 00	66 48									
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
Note 2 - Requires Interoffice Channel Mileage																
Note 3 - Requires Specific Customer Premises Equipment																

Attachment 3

Network Interconnection

TABLE OF CONTENTS

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraL A toll and switched access) on the following terms:

1 Network Interconnection

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of network interconnection.

1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via ase of facilities from the other Party. Interconnection may be provided by th s at any other technically feasible point. Requests to BellSouth for interco ion at other points may be made through the Bo Fide Request/New Busin s Request process set out in General Terms and Con ons.

1.2 GRUCom must establish, at a minimum, a single Point of Presence, Int face, and Interconnection with BellSouth within the LATA for the delivery of G UCom's originated local and intraLATA toll traffic and for the receipt and delivery of transit traffic. If GRUCom chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, GRUCom must establish Points of Interconnection at all BellSouth access and local tandems where GRUCom NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and GRUCom End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is GRUCom's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

1.2.1 In order for GRUCom to home its NPA/NXX(s) on a Bell th Tandem, GRUCom's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the Local Exchange Routing Guide (LERG) as it is revised from time to time.

1.3 A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

1.4 A **Point of Interface** is the physical telecommunications interface between BellSouth and GRUCom's interconnection functions. It establishes the techni interface and point of operational responsibility. The primary function of the P.

of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:

1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and GRUCom can verify and maintain specific performance objectives.
3. It is specified according to the interface offered in the tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.

1.5 The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. GRUCom's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. Points of Interconnection established at the BellSouth Local Tandem apply only to GRUCom-originated local and local originating and terminating transit traffic.

1.6 GRUCom, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.

1.7 BellSouth, at its option, shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to GRUCom for call transport and termination by GRUCom. The Point of Interface may not necessarily be established at the Point of Interconnection.

1.8 Interconnection via Leased Dedicated Transport Facilities

1.8.1 The originating Party may purchase Local Channel facilities from the terminating Party from the originating Party's specified Point of Interface to its serving wire center. The Parties agree that charges for such Local Channel facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

1.8.2 Additionally, either Party may purchase Dedicated Interoffice Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not

identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

1.8.3 For the purposes of this Attachment, **Local Channel** is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.

1.8.4 For the purposes of this Attachment, **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.

1.8.5 For the purposes of this Attachment, **Dedicated Interoffice Transport** is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

1.9 Fiber Meet

1.9.1 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point of Interface).

1.9.2 If GRUCom elects to interconnect with BellSouth pursuant to a Fiber Meet, GRUCom and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, GRUCom's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire Center. The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.

1.9.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.9.4 GRUCom shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the GRUCom Interconnection Wire Center ("GRUCom Wire Center").

1.9.5 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable GRUCom to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code

established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to GRUCom, Point of Interface to BellSouth).

1.9.6 GRUCom shall deliver and maintain such strands wholly at its own expense. Upon verbal request by GRUCom, BellSouth shall allow GRUCom access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.9.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.9.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.9.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

2 Interconnection Trunking Architectures

2.1 BellSouth and GRUCom shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement.

2.2 Any GRUCom interconnection request that deviates from the standard trunking architectures as described in this Agreement that affects traffic delivered to GRUCom from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require GRUCom to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.3 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and GRUCom not addressed in Exhibit A shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' local and intraLATA toll traffic only, excluding trunking that carries Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. GRUCom shall be responsible for ordering and paying for any two-way trunks carrying transit traffic. Furthermore, GRUCom shall be responsible for the compensation for two-

way trunking that it orders for its local and intraLATA toll but utilizes unidirectionally.

2.4 Switched Access traffic will be delivered to and by IXCs based on GRUCom's NXX Access Tandem homing arrangement as specified by GRUCom in the national Local Exchang. outing Guide (LERG).

2.5 All trunk groups will be provisioned as Signaling System 7 (SS7) c ble where technically feasible. If SS7 is not technically feasible multi-frequen MF) protocol signaling shall be used.

2.6 In cases where GRUCom is also an IXC, the IXC's Feature Group D (FG D) trunking must remain separate from the local interconnection trunking.

2.7 Two-Way Trunking Requirements:

The following requirements apply to two-way trunking hat carries the Parties local and intraLATA toll.

1. GRUCom will initiate two-way trunk request. The use of and quantity of two way trunking shall be mutually agreed upon and shall be jointly provisioned.

2. The Point of Interface will be located at a mutually agreed location or point designated by BellSouth. If an agreement cannot be reached on the location of the Point of Interface, each company will establish its own Point of Interface and order one-way trunks.

3. BellSouth and GRUCom will jointly review the trunk forecast, as needed, on a periodic basis, or at least every six (6) months.

4. GRUCom will order trunks using access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and GRUCom.

5. BellSouth and GRUCom must agree on traffic engineering parameters that will be used in the engineering of the trunk groups.

6. BellSouth and GRUCom must agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

7. Establishing a two-way trunk group does not preclude BellSouth or GRUCom from adding one-way trunk groups within the same Local Calling Area.

8. For tech cal reasons, two-way trunk groups may not be ordered to a BellSouth DMS100 Local Tandem or DMS100 End Office.

9. BellSouth will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed Point of Interface, and GRUCom will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed to Point of Interface.

2.8 BellSouth Access Tandem Interconnection Architectures

2.8.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.8.2 Basic Architecture

2.8.2.1 In this architecture, GRUCom's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between GRUCom and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between GRUCom and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which GRUCom desires interconnection and has the proper contractual arrangements. This group also carries GRUCom originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to GRUCom. The Two-way Trunking Requirements described in this Attachment do not apply to this architecture. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

2.8.3 One-Way Trunking Architecture

2.8.3.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries GRUCom-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for GRUCom end-users. A third two-way trunk group is established for GRUCom's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between GRUCom and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which GRUCom desires interconnection and has the proper contractual arrangements. This group also carries GRUCom originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be

referenced for current routing and tandem serving arrangements. The One-Way Trunking Architecture is illustrated in Exhibit C.

2.8.4 Two-Way Trunking Architecture

2.8.4.1 The Two-Way Trunking Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between GRUCom and BellSouth. To establish this architecture, GRUCom and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. In addition, a two-way transit trunk group must be established for GRUCom's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between GRUCom and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which GRUCom desires interconnection and has the proper contractual arrangements. This group also carries GRUCom originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunking Architecture is illustrated in Exhibit D.

2.8.5 Supergroup Architecture

2.8.5.1 In the Supergroup Architecture, the Parties Local and IntraLATA Toll and GRUCom's Transit Traffic is exchanged on a single two-way trunk group between GRUCom and BellSouth. To establish this architecture, GRUCom and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. This group carries intratandem Transit Traffic between GRUCom and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which GRUCom desires interconnection and has the proper contractual arrangements. This group also carries GRUCom originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

2.9 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of GRUCom-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, GRUCom must still establish Points of Interconnection at all BellSouth access tandems where GRUCom NXXs are "homed". If GRUCom does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem,

GRUCom can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where GRUCom does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

2.10 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on GRUCom's NXX Access Tandem homing arrangement as specified by GRUCom in the national Local Exchange Routing Guide (LERG).

2.11 For GRUCom-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

2.12 The Parties agree that compensation for the BellSouth transport and/or termination of GRUCom's local and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for local traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.

2.13 To the extent GRUCom does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, GRUCom must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent GRUCom does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent GRUCom routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, GRUCom agrees to pay BellSouth the associated transport and termination charges.

2.14 <u>BellSouth End Office Interconnection</u>

2.14.1 GRUCom may establish interconnection at BellSouth end offices for the delivery of GRUCom originated local and intralata toll traffic destined for BellSouth end-users served by that end-office.

2.14.2 When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to GRUCom, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows it's traffic. The overflow will be based on the homing arrangements GRUCom displays in the LERG. Likewise, if GRUCom interconnects to a BellSouth end office for delivery of GRUCom originated traffic, GRUCom will overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.

2.14.3 The Parties shall utilize direct end office trunking under the following conditions:

(1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between GRUCom and BellSouth's subscribers.

(2) Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a GRUCom switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a GRUCom switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between GRUCom's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

(3) Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

2.15 Local Tandem Interconnection

2.15.1 This interconnection arrangement allows GRUCom to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of GRUCom-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

2.15.2 When a specified local calling area is served by more than one BellSouth local tandem, GRUCom must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, GRUCom may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. GRUCom may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where GRUCom does not choose to establish a Point of Interconnection. It is GRUCom's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or

via a vendor in order for other third party network providers to determine appropriate traffic routing to GRUCom's codes. Likewise, GRUCom shall obtain its routing information from the LERG.

2.15.3 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, GRUCom must also establish Points of Interconnection to BellSouth access tandems within the LATA on which GRUCom has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)

2.15.4 BellSouth's provisioning of local tandem interconnection assumes that GRUCom has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

3 Network Design And Management For Interconnection

3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself

and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.

3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

3.6 Signaling Call Information. BellSouth and GRUCom will send and receive 10 digits for local traffic. Additionally, BellSouth and GRUCom will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

3.7 Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for the Parties to provide as accurate reciprocal trunking forecasts as possible to each other, each Party must timely inform the other Party of any known or anticipated events that may affect reciprocal trunking requirements. If either Party is unable to provide such information, The Parties shall provide reciprocal trunking forecasts based only on existing trunk group growth and annual estimated percentage of subscriber line growth.

3.7.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecasts of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.

3.7.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.

3.7.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

4 Local Dialing Parity

4.1 BellSouth and GRUCom shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and GRUCom shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

5 Interconnection Compensation

5.1 Compensation for Call Transportation and Termination for Local Traffic and ISP-Bound Traffic

5.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was

generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

5.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed using a local dialing pattern (7 or 10 digits) by a calling party in one exchange or local calling area to an ISP server or modem in the same exchange or local calling area. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98, FCC 01-31 (released April 27, 2001) ("ISP Remand Order").

5.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the ISP Order on Remand, BellSouth and GRUCom agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or GRUCom that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and GRUCom further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or GRUCom that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes. Further, if either Party chooses to rebut the 3:1 presumption, such rebuttal shall be handled in accordance with Paragraph 79 of the ISP Order on Remand.

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

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

5.1.6 For the purposes of this Attachment, **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.

5.1.7 For the purposes of this Attachment, **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

5.1.8 For the purposes of this Attachment, **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

5.1.9 If GRUCom utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from GRUCom for transport and termination of BellSouth originated traffic, BellSouth will pay GRUCom no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where GRUCom receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the GRUCom terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate GRUCom at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by GRUCom as defined in this Attachment.

5.1.10 Neither Party shall represent access services traffic (e.g. Internet Protocol (IP) Telephony, FGA, FGB, etc.) as Local Traffic or ISP-bound Traffic for purposes of payment of reciprocal compensation.

5.1.11 The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. For the purpose of delivery of BellSouth originating traffic to GRUCom, BellSouth will pay to GRUCom reciprocal compensation for Local Traffic terminating to GRUCom end users physically located in the BellSouth rate center to which the GRUCom end user's NPA/NXX is assigned. If GRUCom assigns NPA/NXXs to specific BellSouth rate centers and assigns numbers from those NPA/NXXs to GRUCom end users physically located outside of the rate center to which the NPA/NXX is assigned, BellSouth traffic originating from within the BellSouth rate center where the NPA/NXX is assigned and terminating to a GRUCom customer physically located outside of such rate center, and at a location toll to the BellSouth originating rate center, shall not be deemed Local Traffic, and no compensation from BellSouth to GRUCom shall be due therefor. Further, GRUCom agrees to identify such traffic to BellSouth and to compensate BellSouth for originating and transporting such traffic to GRUCom at BellSouth's tariffed intrastate switched access rates. In addition, GRUCom should not use NPA/NXXs to collect BellSouth originated local or intraLATA toll traffic and for delivery to a point outside the LATA from where the originating NPA/NXX rate center resides.

5.1.12 If GRUCom does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole GRUCom NPA/NXXs on which to charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if GRUCom can provide sufficient information for BellSouth to determine whether said traffic is local or toll.

5.2 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, each Party

shall provide a positiv ort updating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, u u of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

5.3 Percentage Interstate Usage. In the case where GRUCom desires to terminate its local traffic over or co-mingled on its switched access Feature Group D trunks, GRUCom will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to GRUCom. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will b d for application and billing of local interconnection. Notwithstanding the fo ng, where the terminating Party has message recording technology that ide s the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

5.4 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and GRUCom shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the a t. The PLU and/or PIU shall be adjusted based upon the audit results and pply to the usage for the quarter the audit was completed, to the usage for t quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.4.1

5.5 Compensation for IntraLATA Toll Traffic

5.5.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.

5.5.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is

appropriate, terminating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If GRUCom is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses GRUCom as an interexchange carrier on a 101XXXX basis, BellSouth will charge GRUCom the appropriate BellSouth tariff charges for originating switched access services.

5.5.3 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

5.5.4 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format for a fee of $0.013 per record.

5.5.5 8XX Access Screening. BellSouth's provision of 8XX TFD to GRUCom requires interconnection from GRUCom to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. GRUCom shall establish CCS7 interco tion at the BellSouth Local Signal Transfer Points serving the BellSouth 8X Ps that GRUCom desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

5.6 Mutual Provision of Switched Access Service

5.6.1 Switched Access Traffic. Switched Access Traffic is as defined in the BellSouth Access Tariff. Additionally, IP Telephony traffic will be considered switched access traffic.

5.6.2 When GRUCom's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may

be notified for any necessary revenue accrual associated with the significantly de layed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

5.6.3 Where either Party has been notified that the other Party has a Billing Guarantee Practice, each Party so notified (the Initial Billing Party or the recording Party) will be held liable for any access revenues which it has caused to be determined unbillable under the guidelines of such Billing Guarantee Practice of the other Party. Each Party will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the Parties.

5.6.4 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

5.6.5 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

5.6.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

5.6.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.

5.6.8 The Initial Billing Party shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

5.6.9 GRUCom agrees not to deliver switched access traffic to BellSouth for termination except over GRUCom ordered switched access trunks and facilities.

5.7 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for GRUCom's transit traffic. Transit traffic is traffic originating on GRUCom's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to GRUCom's network . Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access transit traffic presumes that

GRUCom's end office is subtending the BellSouth Access Tandem for switched access traffic to and from GRUCom's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB) procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

5.7.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that GRUCom is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to GRUCom. GRUCom agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of GRUCom. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6 Frame Relay Service

6.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and GRUCom's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which GRUCom is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between GRUCom and BellSouth Frame Relay Switches in the same LATA.

6.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

6.3 Upon the request of either Party, such interconnection will be established where BellSouth and GRUCom have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

6.4 The Parties agree to provision local and IntraLATA Frame Service and Exchange Access Frame Relay Service (both intrastate and . state) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.

6.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

6.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").

6.5.2 If the originating and terminating locations of the two way ket data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").

6.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, GRUCom may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies GRUCom that it has found that this method does not adequately represent the PLCU.

6.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.

6.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and GRUCom will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. GRUCom will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of GRUCom's PLCU.

6.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and GRUCom will pay, the total non-recurring and recurring charges for the NNI port. GRUCom will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by GRUCom's PLCU.

6.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

6.8 For the PVC segment between the GRUCom and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

6.9 Compensation for PVC rate elements will be calculated as follows:

6.9.1 If GRUCom orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the GRUCom Frame Relay switch, BellSouth will invoice, and GRUCom will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and GRUCom Frame Relay switches. If the VC is a Local VC, GRUCom will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to GRUCom for the PVC segment.

6.9.2 If BellSouth orders a Local VC connection between a GRUCom subscriber's PVC segment and a PVC segment from the GRUCom Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and GRUCom will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and GRUCom Frame Relay switches. If the VC is a Local VC, GRUCom will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to GRUCom for the PVC segment.

6.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No, 1.

6.9.4 If GRUCom requests a change, BellSouth will invoice and GRUCom will pay a Feature Change charge for each affected PVC segment.

6.9.4.1 If BellSouth requests a change to a Local VC, GRUCom will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

6.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.

6.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for

carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.

6.10 GRUCom will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 8.5.3 above.

6.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

6.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traff hin one hundred eighty (180) days of the date BellSouth receives interLAT. ority. In the event the Parties fail to renegotiate this Section 8 within th hundred eighty day period, they will submit this matter to the appropriate St.te commission(s) for resolution.

6.12.1

7 Operational Support Systems (OSS) Rates

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

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

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

OPERATIONAL SUPPORT SYSTEMS	FL
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

7.3 Denial/Restoral OSS Charge

In the event GRUCom 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.

7.4 Cancellation OSS Charge

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

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

Basic Architecture

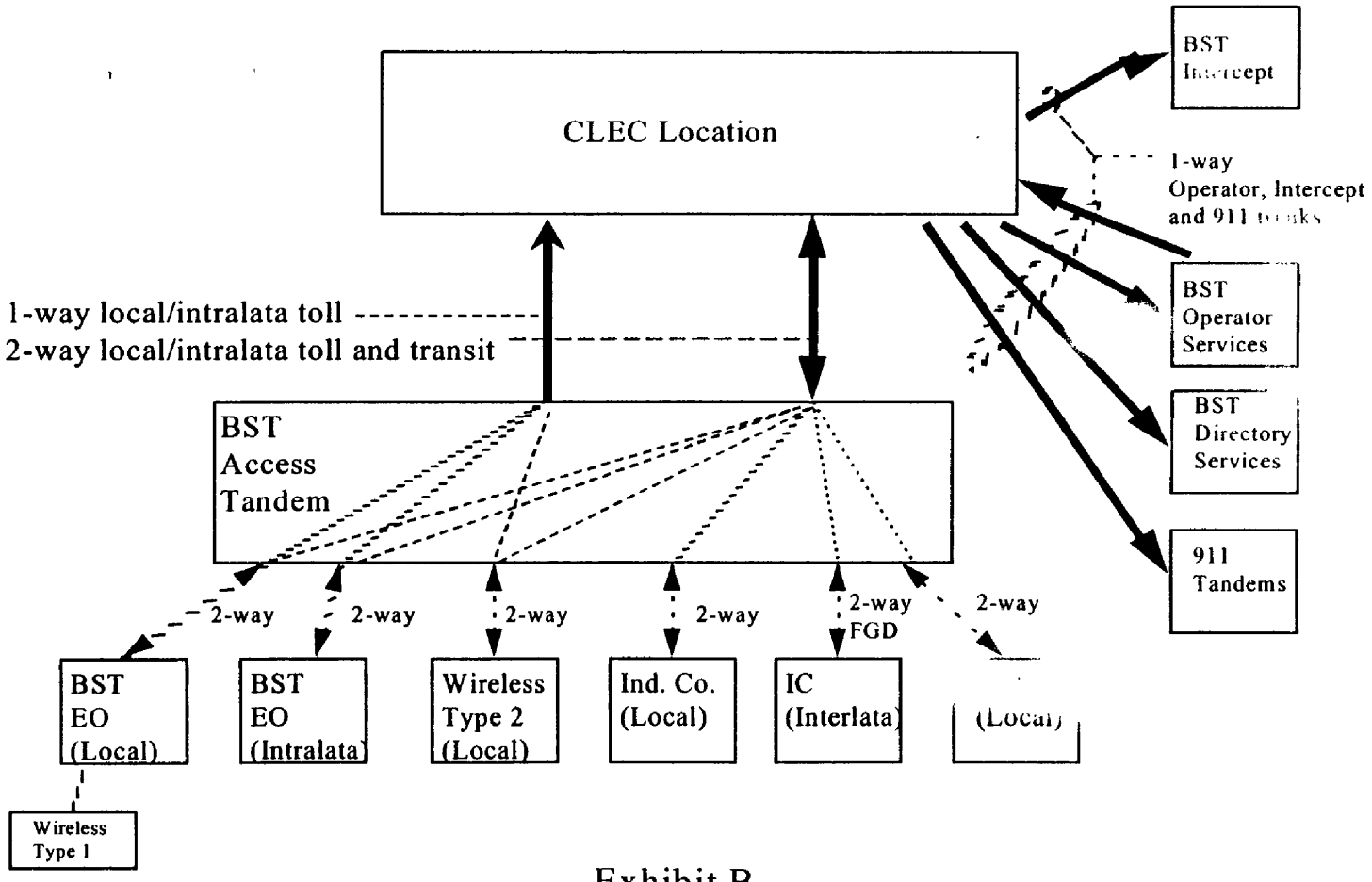

Exhibit B

One-Way Trunking Architecture

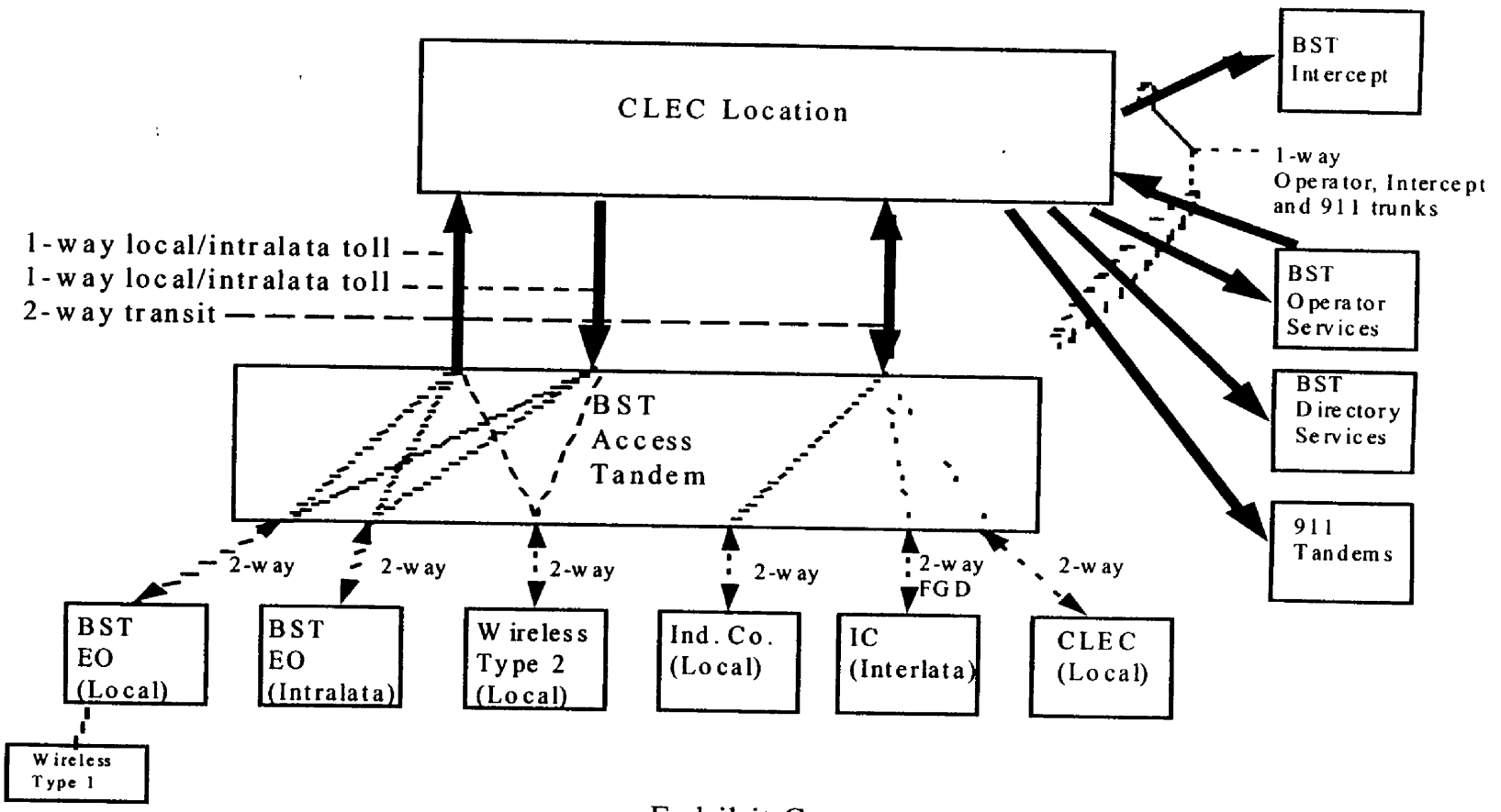

Exhibit C

Two-Way Trunking Architecture

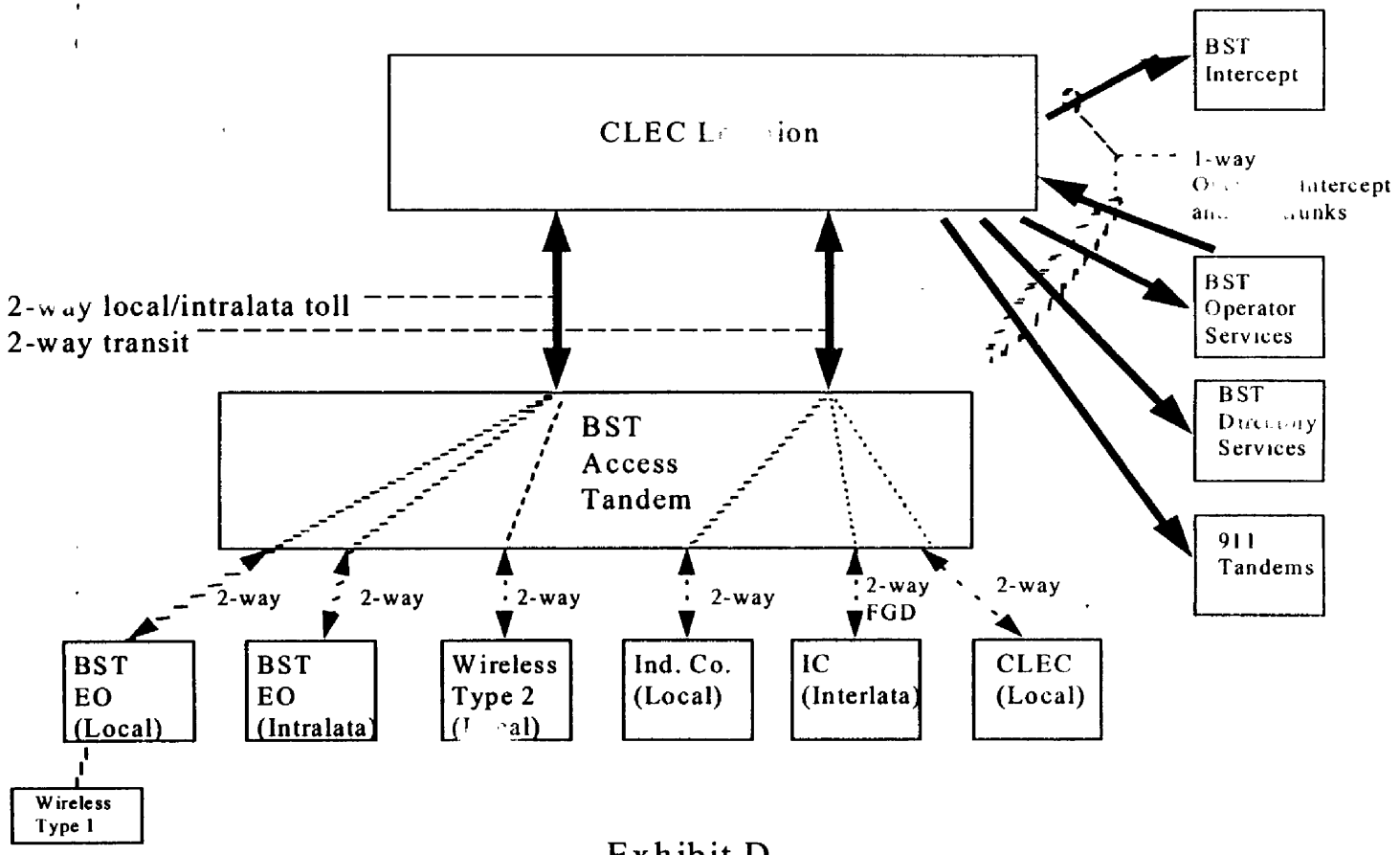

Exhibit D

SuperGroup Architecture

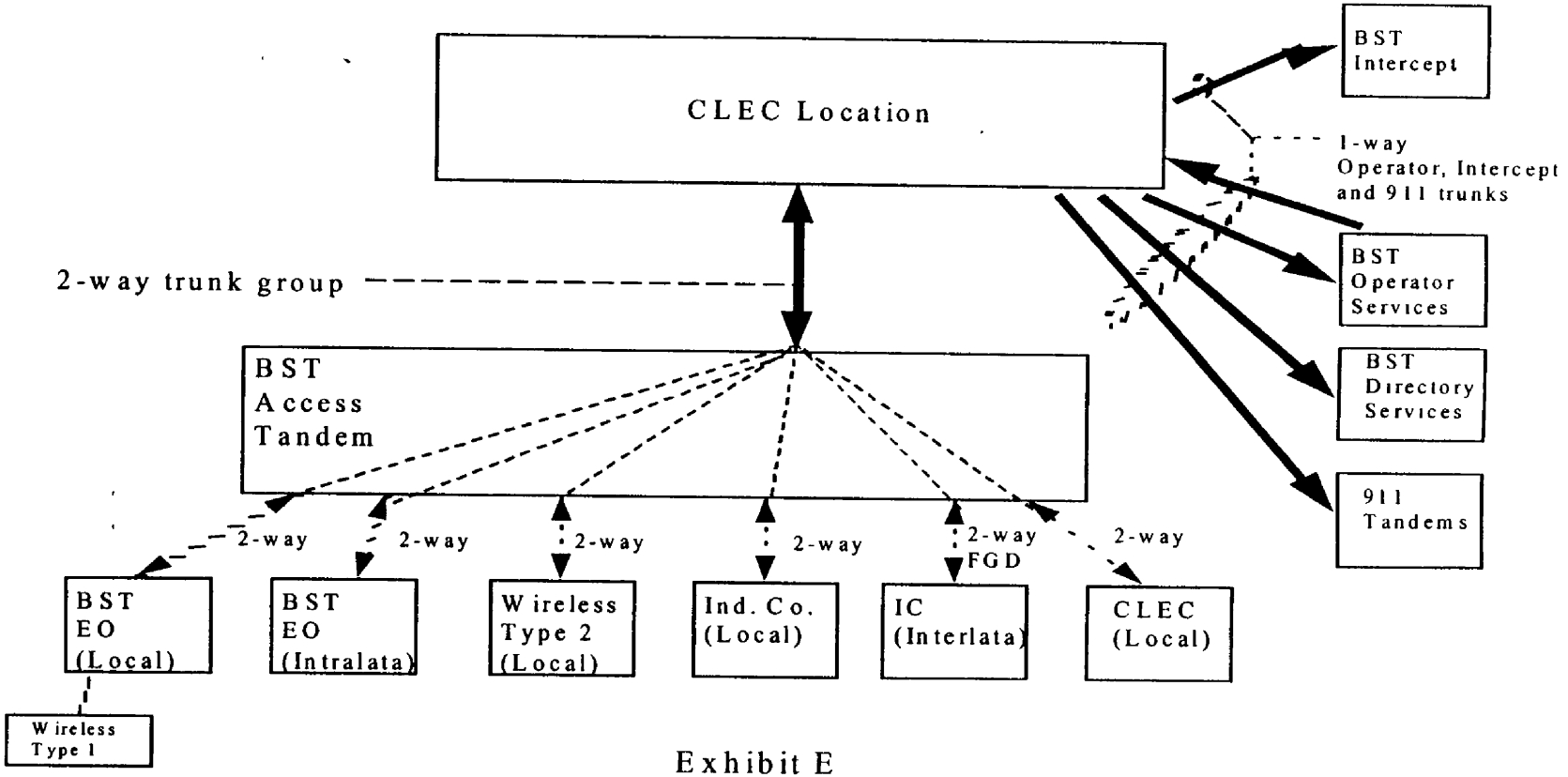

Exhibit E

LOCAL INTERCONNECTION - Florida												Attachment: 3					Exhibit A
CATEGORY	RATE ELEMENT	Interim	Zone	BCS	USOC	RATES ($)					OSS RATES ($)						
							Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	END OFFICE SWITCHING															
	End Office Switching Function, Per MOU			OHD		0.0009302										
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0 0006019										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0 0006019										
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP++		336 43	57 38								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0 00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0 00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0 00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0 00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0 0000035										
	Common Transport - Facilities Termination Per MOU			OHD		0 0004372										
LOCAL INTERCONNECTION (TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0 0091										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	25 32	31 78		7 03							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS															
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0000										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	18 44	0 00		0 00							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0 0000										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	18 44	0 00		0 00							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0 1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88 44	98 47		19 05							

LOCAL INTERCONNECTION - Florida													Attachment: 3				Exhibit A
CATEGORY		RATE ELEMENT	Interim	Zone	BCS	USOC	RATES ($)					OSS RATES ($)					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3 87										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071 00	219 28		70 56							
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	21 94	265 84	46 97	37 63	4 00						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	22 81	266 54	47 67	44 22	5 33						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35 28	216 65	183 54	24 30	16 95						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531 91	556 37	343 01	139 13	96 84						
	LOCAL INTERCONNECTION MID-SPAN MEET																
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0 00	0 00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0 00	0 00									
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146 77	101 42	71 62	11 09	10 49						
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211 19	199 28	118 64	40 34	39 07						
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13 76	10 07	7 08								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party																

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when GRUCom is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

1.2 Right to occupy. BellSouth shall offer to GRUCom collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth hereby grants to GRUCom a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by GRUCom and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers, as well as all buildings or similar structures owned or leased by BellSouth that house BellSouth Network Facilities and all structures that house facilities on public rights-of-way, including but not limited to, vaults containing loop concentrators and other similar structures. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth Central Offices, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth Premises other than a Central Office. Notwithstanding the forego BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by GRUCom may contemplate a request for space sufficient to accommodate GRUCom's growth within a two year period.

1.2.1 Pursuant to the provisions in 1.2 above, in the State of Florida, the size specified by GRUCom may contemplate a request for space sufficient to accommodate GRUComs's growth within an eighteen (18) month period.

1.2.2 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unused space in the Central Office Premises. GRUCom will be responsible for any justification of unused space within its space, if such justification is required by the appropriate state commission.

1.3 Use of Space. GRUCom shall use the Collocation Space for the purposes of installing, maintaining and operating GRUCom's equipment (to include testing and monitoring equipment) necessary to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of

telecommunications services. Pursuant to Section 5 following, GRUCom may at its option, place GRUCom-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, GRUCom may connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by GRUCom pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 Rates and charges. GRUCom agrees to pay the rates and charges identified in Exhibit A attached hereto.

1.5 Due Dates. If any due date contained in this Attachment falls eekend or holiday, then the due date will be the next business day thereaf

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

2. Space Notification

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit GRUCom to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.

2.1.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify GRUCom of the amount of space that is available.

2.1.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify GRUCom of the amount of space that is available.

2.1.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify GRUCom of the amount of space that is available.

2.1.4 BellSouth will resp o a Mississippi Application within ten (10) business days as to whether space is av. le or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify GRUCom of the amount of space that is available.

2.2 Reporting. Upon request from GRUCom, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from GRUCom for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days, excluding national holidays, of receipt of such request. In Mississippi, BellSouth shall respond within ten (10) business days. BellSouth will make best efforts to respond in ten (10) calendar/business days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar/business day response time, BellSouth shall notify GRUCom and inform GRUCom of the time frame under which it can respond.

2.3 Denial of Application. After notifying GRUCom that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow GRUCom, upon request, to tour the entire Premises within ten (10) calendar days (In Mississippi, 10 business days) of such Denial of Application. In order to schedule said tour within ten (10) calendar/business days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar/business days of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).

2.5 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. In accordance with the applicable Order of the Florida Commission, sixty (60) days prior to space becoming available, if

known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. GRUCom must submit an updated, complete, and correct application to BellSouth within 30 business days or notify BellSouth in writing that GRUCom wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If GRUCom does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove GRUCom from the waiting list. Upon request, BellSouth will advise GRUCom as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days (In Mississippi, 10 business days) of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 State or Federal Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof.

3. Collocation Options

3.1 Cageless. In accordance and compliance with local building code, BellSouth shall allow GRUCom to collocate GRUCom's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow GRUCom to have direct access to its equipment and facilities but may require GRUCom to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where GRUCom's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, GRUCom must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special

technical requirements associated with such equipment pursuant to Section 6.5 following.

3.2 Cages and Adjacent Arrangement Enclosures. At GRUCom's option and upon request, BellSouth shall construct enclosures in compliance with GRUCom's collocation request and in accordance and compliance with local building code. At GRUCom's request, BellSouth shall permit GRUCom to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.

3.3 When GRUCom subcontracts the construction, GRUCom must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at GRUCom's sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, GRUCom and GRUCom's BellSouth Certified Contractor must comply with local building code requirements. GRUCom's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with GRUCom and provide, at GRUCom's expense, the documentation, including architectural drawings, necessary for GRUCom to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to GRUCom the costs of providing the documentation. The BellSouth Certified Contractor shall bill GRUCom directly for all work performed for GRUCom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. GRUCom must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access GRUCom's locked enclosure prior to notifying GRUCom.

3.3.1 BellSouth has the right to review GRUCom's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require GRUCom to remove or correct at GRUCom's cost any structure that does not meet these standards.

3.4 Shared (Subleased) Caged Collocation. GRUCom may allow other telecommunications carriers to share GRUCom's caged collocation arrangement pursuant to terms and conditions agreed to by GRUCom ("Host") and other telecommunications carriers ("Guests") and pursuant to this section in accordance and compliance with local building code, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. GRUCom shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the

te. f the agreement, and shall co: ain a certification by GRUCom that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and GRUCom.

3.4.1 In Florida, GRUCom shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In all States other than Florida and in addition to the foregoing, GRUCom shall be the resp(nsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placements of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this application is not the initial application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with 'lSouth for the provision of the interconnecting facilities b(ween BellSouth an est and for the provision of the services and access to unbundled network elen .

3.4.2 GRUCom shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of GRUCom's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.5 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by GRUCom and in conformance with BellSouth's design and construction specifications. Further, GRUCom shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.

3.5.1 Should GRUCom elect such option, GRUCom must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, GRUCom and GRUCom's BellSouth Certified Contractor must comply with local building code requirements. GRUCom's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. GRUCom's BellSouth Certified Contractor shall bill GRUCom directly for all w rk performed for GRUCom pursuant to this Attachment and BellSouth shall have no ability for nor responsibility to pay such charges imposed by the BellSouth

Certified Contractor. GRUCom must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access GRUCom's locked enclosure prior to notifying GRUCom.

3.5.2 BellSouth maintains the right to review GRUCom's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require GRUCom, at GRUCom's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.5.3 GRUCom shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At GRUCom's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. GRUCom's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day GRUCom's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify GRUCom in writing that the Collocation Space is ready for occupancy. GRUCom must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, GRUCom's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, GRUCom may terminate occupancy in a particular Collocation Space upon thirty (30) business days prior written notice to BellSouth. Upon termination of such occupancy, GRUCom at its expense shall remove its equipment and other property from the Collocation Space.

GRUCom shall irty (30) business day. m the termination date to complete such removal, ir. ng the removal of all equipment and facilities of GRUCom's Guests; provided, however, that GRUCom shall continue payment of monthly fees to BellSouth until such date as GRUCom has fully vacated the Collocation Space. Should GRUCom or GRUCom's Guest fail to vacate the Collocation Space within thirty (30) business days from the te. ination date, BellSouth shall have the ght to remove the equipment and other pro. erty of GRUCom or GRUCom's Guest at GRUCom's . pense and with no liability for damage or injury to GRUCom or GRUCom's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of GRUCom's right to occupy Collocation Space, GRUCom shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by the GRUCom except for ordinary wear and tear unless otherwise agreed to by the Parties. GRUCom shall be responsible for the cost of removing any enclosure, together with all support s ures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termi. n of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

5.1.2 GRUCom shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in, or reasonably forecasted for, the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that GRUCom submits an application for terminations that exceed the total capacity of coll. ated equipment installed in, or reasonably forecasted for, the arrangement, GRUCom will be informed of the discrepancy and will be required to submit a revision to the application. Disputes involving what constitutes a reasonable forecast shall be addressed pursuant to Section 12 Resolution of Disputes in the General Terms and Conditions.

5.1.3 GRUCom shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

5.1.4 GRUCom shall place a plaque or other identification affixed to GRUCom's equipment necessary to identify GRUCom's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. GRUCom may elect to place GRUCom-owned or GRUCom-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of entrance in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. GRUCom will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. GRUCom will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to GRUCom's equipment in the Collocation Space. In the event GRUCom utilizes a non-metallic, riser-type entrance facility, a splice will not be required. GRUCom must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. GRUCom is responsible for maintenance of the entrance facilities. At GRUCom's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities shall be used between the adjacent collocation arrangement and the central office termination point.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide GRUCom with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to GRUCom's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. GRUCom may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another GRUCom collocation arrangement within the same BellSouth Premises. GRUCom must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to GRUCom-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should GRUCom request a splice to occur in the entrance manhole(s), BellSouth, at its sole

discretion, may grant such a requ[illegible] When the request for a splice is granted to GRUCom by BellSouth, GRUC[illegible] hall ensure its employees or agents entering and/or performing work in the en[illegible]ice manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarc[illegible]g access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.4 Demarcation Point. BellSouth w[illegible]designate the point(s) of interconnection between GRUCom's equipment and/or n[illegible] and BellSouth's network. Each Party will be responsible for maintenance and [illegible]ation of all equipment/facili[illegible]s on its side of the demarcation point. For 2-wire and 4-wire connections to BellS[illegible]'s network, BellSouth will assign the frame locations, and the demarcation [illegible]. shall be a common block on the BellSouth designated conventional distributing frame. GRUCom shall be responsible for providing, and a supplier certified by BellSouth ("GRUCom's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. GRUCom or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At GRUCom's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. GRUCom must make arrangements with a BellSouth Certified Supplier for such placement.

5.5 GRUCom's Equipment and Facilities. GRUCom, [illegible]required by this Attachment, GRUCom's BellSouth Certified Supplier, is solely r[illegible]nsible for the design, engineering, installation, testing, provisioning, perfo[illegible]nce, monitoring, maintenance and repair of the equipment and facilities used by GRUCom. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

5.6 Co-carrier cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth's telecommunications services, unbundled network elements, and facilities, GRUCom may directly connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by GRUCom or through BellSouth facilities de[illegible]nated by GRUCom, at GRUCom's option. Such connections to other carriers [illegible] made using either optical or electrical facilities. GRUCom may deploy such [illegible]or electrical connections directly between its own facilities and the facilities o[illegible] [illegible]nterconnector(s) without bei[illegible] routed through BellSouth equipment.

5.6.1 If GRUCom requests a co-carrier cross-connect after the initial installation, GRUCom must submit an application with a Subsequent Application Fee. GRUCom must use a BellSouth Certified Supplier to place the co-carrier cross connect, except in cases where the GRUCom equipment and the equipment of the other interconnector are located within contiguous Collocation Spaces. In cases where GRUCom's equipment and the equipment of the other interconnector are located in contiguous Collocation Spaces, GRUCom will have the option to deploy the co-carrier cross connects between the sets of equipment. Where cable support structure exists for such connection, there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed, a pro-rated non-recurring charge for the individual case will be assessed to all that benefit from that construction.

5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to GRUCom when access to the Collocation Space is required. For purposes of this section 5.7, reasonable notice shall be at least two business days, for non-emergency situations. GRUCom may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that GRUCom will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 11, GRUCom shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. GRUCom agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of GRUCom or GRUCom's Guests provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgment forms must signed by key holder and returned to Access Management within 15 days of GRUCom receipt. Failure of GRUCom to return properly acknowledged forms will result in the holding of subsequent requests until key acknowledgments are current. Access Keys shall not be duplicated under any circumstances. GRUCom agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of GRUCom employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with GRUCom or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys. GRUCom shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), GRUCom shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or

imp service provided by BellSouth or by any other interconnector located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of GRU violates the provisions of this paragraph, BellSouth shall give written notice to GR om, which notice shall direct GRUCom to cure the violation within forty-eight (48) hours of GRUCom's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult ediately and, if necessary, to inspect the arrangement. If GRUCom fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to GRUCom's equipment. BellSouth will endeavor, but is not required, to provide notice to GRUCom prior to taking such action and shall have no liability to GRUCom for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.9.1 For purposes of this Section 5.9, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and GRUCom fails to take curative action within 48 hours then BellSouth will establish before the relevant state commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to GRUCom or, if subsequently necessary, the relevant state commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, GRUCom shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.233, the degraded service shall not prevail against the newly-deployed technology.

5.10 Personalty and its Removal. Subject to requirements of this Attachment, GRUCom may place or install in or on the Collocation Space such facilities and equipment, including storage for spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, nor imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and

equipment placed by GRUCom in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by GRUCom at any time. Any damage caused to the Collocation Space by GRUCom's employees, agents or representatives during the removal of such property shall be promptly repaired by GRUCom at its expense.

5.11 Alterations. In no case shall GRUCom or any person acting on behalf of GRUCom make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by GRUCom. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2

5.12 Janitorial Service. GRUCom shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth Certified Contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof.

6.2 Application for Space. GRUCom shall submit an application document when GRUCom or GRUCom's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.2.1 Initial Application. For GRUCom or GRUCom's Guest(s) initial equipment placement, GRUCom shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"), together with payment of the Application Fee as stated in Exhibit A. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in GRUCom's Collocation Space(s) and an estimate of the amount of square footage required.

6.2.2 Subsequent Application Fee. In the event GRUCom or GRUCom's Guest(s) desire to modify the use of the Collocation Space, GRUCom shall complete an Application

document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by GRUCom in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by GRUCom for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to GRUCom. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a fee ranging from the minimum Subsequent Application Fee up to the full Application Fee for the appropriate state shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by GRUCom within 30 calendar days following GRUCom's receipt of a bill or invoice from BellSouth.

6.3 Application Response. In Alabama, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2, BellSouth will also respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit GRUCom a reasonable opportunity to correct each deficiency. GRUCom must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If GRUCom fails to resubmit its Application as Bona Fide within this ten (10) day period, GRUCom will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.3.1 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable GRUCom to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, and the space preparation fees, as described in Section 7. Also included will be an additional engineering fee, which recovers costs associated with provisioning GRUCom's request, including, but not limited to, work

associated with building cable pairs and tie cable terminations, as ordered in the application. When GRUCom submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) applications or fraction thereof.

6.3.2 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.3.3 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.3.4 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response")

w. hirty (30) calendar days of receipt of a Bona Fide App on. The App. ation Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.3.5 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.

6.3.6 Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written sponse ("Application Response") within thirty (30) business days of receipt of a Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.4 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of GRUCom or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge GRUCom a Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require GRUCom to submit the Application with an Application Fee.

6.4.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply: If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of GRUCom or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate GRUCom's Bona Fide Application as a result of changes requested by GRUCom to GRUCom's original application, then BellSouth will charge GRUCom a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require GRUCom to resubmit the Application with an Application Fee.

6.4.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of GRUCom or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate GRUCom's Bona Fide Application as a result of changes requested by GRUCom to GRUCom's original Application, then BellSouth will charge GRUCom a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require GRUCom to resubmit the Application with an Application Fee.

6.4.3 Application Modifications (Kentucky & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of GRUCom or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate GRUCom's Bona Fide Application as a result of changes requested by GRUCom to CLEC's original Application, then BellSouth will charge GRUCom a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require GRUCom to resubmit the Application with an Application Fee.

6.4.4 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of GRUCom or necessitated by technical considerations, BellSouth will respond to the

Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate GRUCom's Bona Fide Application as a result of changes requested by GRUCom to CLEC's original Application then BellSouth will charge GRUCom a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require GRUCom to resubmit the Application with an Application Fee.

6.4.5 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of GRUCom or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate GRUCom's Bona Fide Application as a result of changes requested by GRUCom to CLEC's original application, then BellSouth will charge GRUCom a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require GRUCom to resubmit the application with an Application Fee.

6.5 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, GRUCom shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when GRUCom has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than seven (7) calendar days after BellSouth's Application Response to GRUCom's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2.1, in which case GRUCom must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the Bona Fide Application. If GRUCom fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If GRUCom fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of An Application Response. The Application will expire

6.5.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall

apply. GRUCom shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when GRUCom has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to GRUCom's Bona Fide Application or the Application will expire.

6.5.2 Bona Fide Firm Order (Kentucky & Mississippi). GRUCom shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when GRUCom has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississipp 0 business days) after BellSouth's Application Response to GRUCom's . na Fide Application or the Application will expire.

6.5.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of GRUCom's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

6.5.4 BellSouth will permit one accompanied site visit to GRUCom's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to GRUCom.

6.5.5 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

6.5.6 GRUCom must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date GRUCom desires access to the Collocation Space.

6.6 Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements within a maximum of 90 calendar days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with GRUCom or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to,

extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.6.1 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For Augmentations, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and GRUCom cannot agree upon a a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

6.6.2 Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with GRUCom or seek a waiver from this interval from the Commission

6.6.3 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition, power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or

hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. For Augmentations, BellSouth shall complete the construction within a maximum sixty (60) calendar days from receipt of a Bona Fide Firm Order.

6.6.4 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.6.5 Construction and Provisioning Interval (Kentucky). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.6.6 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order.

6.6.7 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and GRUCom will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the

Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to GRUCom during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.6.8 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

6.6.9 Acceptance Walk through. GRUCom and BellSouth will conduct an acceptance walk through of the Collocation Space requested from BellSouth by GRUCom. BellSouth will correct any deviations to GRUCom's original or amended requirements within seven (7) calendar days after the walk through unless the Parties jointly agree upon a different time frame.

6.7 Augmentations. Until such time that BellSouth or the appropriate Regulatory agency sets specific Augmentation Intervals, BellSouth will, on a case by case basis, work cooperatively with GRUCom through the joint planning process to provision Augmentation requests in an interval that is shorter than the standard provisioning interval, unless completing said request involves major modifications or acquisition of additional space. Major modifications include but are not limited to upgrades to cable support structures, network termination capacity, Power or HVAC. If the parties can not agree to a shortened interval due to technical or structural considerations or if the Augmentation requires major modifications, then, pursuant to Section 6.6, the standard construction and provisioning intervals shall apply.

6.8 Use of BellSouth Certified Supplier. GRUCom shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work required in TR 73503 of the Collocation Space. In some cases, GRUCom must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide GRUCom with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing GRUCom's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and GRUCom upon successful completion of installation. GRUCom may, at its discretion, install equipment within an enclosed Collocation Space, subsequent to the acceptance walk through. The BellSouth Certified Supplier shall bill GRUCom directly for all work performed for GRUCom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying GRUCom or any supplier proposed by GRUCom.

6.9 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. GRUCom shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service GRUCom's Collocation Space. Upon request, BellSouth will provide GRUCom with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by GRUCom. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

6.10 Basic Telephone Service. Upon request of GRUCom, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.11 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, GRUCom may purchase 2-wire and 4-wire cross-connects as set forth in Exhibit A, and GRUCom may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, GRUCom may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by GRUCom, such information will be provided to GRUCom in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to GRUCom within 180 calendar days of BellSouth's written denial of GRUCom's request for physical collocation, and (ii) GRUCom was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then GRUCom may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. GRUCom must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

6.12 Cancellation. If, at anytime, GRUCom cancels its order for the Collocation Space(s), GRUCom will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount GRUCom would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.13 Licenses. GRUCom, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. Rates and Charges

7.1 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. GRUCom shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date GRUCom first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event GRUCom opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to GRUCom as prescribed in this Section 7.

7.1.1 Space Preparation Fee in Florida. Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. GRUCom shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date GRUCom first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event GRUCom opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to GRUCom as prescribed in this Section 7.

7.1.2 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of $100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. Additional engineering charges may apply as described in Section 6.3. In the event GRUCom

opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to GRUCom as prescribed in Section 7.

7.1.3 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal –48V DC ampere requirements specified by GRUCom on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date GRUCom first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event GRUCom opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to GRUCom as described in this Section 7.

7.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.

7.3 Floor Space. The floor space charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power GRUCom's equipment. When the Collocation Space is enclosed, GRUCom shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, GRUCom shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event GRUCom's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, GRUCom shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date GRUCom first occupies the Collocation Space, whichever is sooner.

7.4 Power. BellSouth shall make available –48 Volt (-48V) DC power for GRUCom's Collocation Space at a BellSouth Power Board or BellSouth Batter Distribution Fuse Bay ("BDFB") at GRUCom's option within the BellSouth Premises.

7.4.2 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to GRUCom's equipment or space enclosure. When obtaining power from

a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by GRUCom's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by GRUCom's BellSouth Certified power Supplier. GRUCom's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date.

7.4.3 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, GRUCom has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of GRUCom's dedicated power plant results in construction of a new power plant room, upon termination of this Agreement, GRUCom shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. GRUCom is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to GRUCom's equipment. When obtaining power from a BellSouth BDFB or miscellaneous fuse positions on a BellSouth power board, power cables must be engineered, furnished and installed by GRUCom using a BellSouth Certified power Supplier. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by GRUCom must provide BellSouth a copy of the engineering power specifications prior to the Commencement Date. BellSouth will provide the power feeder cable support structure between the BellSouth BDFB or power board and GRUCom's arrangement area. GRUCom shall contract a BellSouth Certified Supplier who will be responsible for the following: power cable support structure within GRUCom's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. GRUCom shall comply with all applicable National Electric Code (NEC), BellSouth TR-73503, BellCore (Telcordia) and ANSI Standards regarding power cabling.

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

7.5 Security Escort. A security escort will be required whenever GRUCom or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.4.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

7.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, GRUCom shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to GRUCom. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.7 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

7.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). GRUCom will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8. Insurance

8.1 GRUCom shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

8.2 GRUCom shall maintain the following specific coverage:

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

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

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

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

8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to GRUCom to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by GRUCom shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all GRUCom's property has been removed from BellSouth's Premises, whichever period is longer. If GRUCom fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from GRUCom.

8.5 GRUCom shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. GRUCom shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from GRUCom's insurance company. GRUCom shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

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

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

8.7 Self-Insurance. If GRUCom's net worth exceeds five hundred million dollars ($500,000,000), GRUCom may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. GRUCom shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to GRUCom in the event that self-insurance status is not granted to GRUCom. If BellSouth approves GRUCom for self-insurance, GRUCom shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of GRUCom's corporate officers. The ability to self-insure shall continue so long as the GRUCom meets all of the requirements of this Section. If the GRUCom subsequently no longer satisfies this Section, GRUCom is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.

8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to GRUCom to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

9. Mechanics Liens

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

10. Inspections

10.1 BellSouth shall conduct an inspection of GRUCom's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between GRUCom's

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

11. Security and Safety Requirements

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of GRUCom will be permitted in the BellSouth Premises. GRUCom shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the GRUCom name. BellSouth reserves the right to remove from its premises any employee of GRUCom not possessing identification issued by GRUCom or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. GRUCom shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. GRUCom shall be solely responsible for ensuring that any Guest of GRUCom is in compliance with all subsections of this Section 11.

11.1.1 GRUCom will be required, at its own expense, to conduct a statewide investigation of criminal history records for each GRUCom employee being considered for work on the BellSouth Premises, for the states/counties where the GRUCom employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

11.1.2 GRUCom will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 GRUCom shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. GRUCom shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any GRUCom personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the even that GRUCom chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, GRUCom may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

11.1.4 For each GRUCom employee requiring access to a BellSouth Premises pursuant to this Attachment, GRUCom shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, GRUCom will disclose the nature of the convictions to BellSouth at that time. In the alternative, GRUCom may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

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

11.1.6 NorhPoint shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

11.1.7 At BellSouth's request, GRUCom shall promptly remove from the BellSouth's Premises any employee of GRUCom BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of GRUCom is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

11.2 Notification to BellSouth. BST reserves the right to interview GRUCom's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to GRUCom's Security contact of such interview. GRUCom and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving GRUCom's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill GRUCom for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that GRUCom's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill GRUCom for BellSouth property which is stolen or damaged where an investigation determines the culpability of GRUCom's employees, agents, or contractors and where GRUCom agrees, in good faith, with the results of such investigation. GRUCom shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the

BellSouth Premises, any employee found to have violated the security and safety requirements of this section. GRUCom shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

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

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

12. Destruction of Collocation Space

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for GRUCom's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for GRUCom's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to GRUCom, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. GRUCom may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If GRUCom's acceleration of the project increases the cost of the project, then those additional charges will be incurred by GRUCom. Where allowed and where practical, GRUCom may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, GRUCom shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for GRUCom's permitted use, until such

Collocation Space is fully repaired and restored and GRUCom's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where GRUCom has placed an Adjacent Arrangement pursuant to section 3.4, GRUCom shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and GRUCom shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

14. Nonexclusivity

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

EXHIBIT A: BELLSOUTH/GRUCom RATES – FLORIDA
PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,160.00
	Space Preparation Fees			
PE1SJ	Firm Order Processing			$1,211.00
PE1SK	Central Office Modifications	Per sq. ft.	$2.58	
PE1SL	Common Systems Modifications – Cageless	Per sq. ft.	$2.96	
PE1SM	Common Systems Modifications – Caged	Per cage	$100.66	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Wire Cage	Per first 100 sq. ft.	$205.93	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	$20.20	NA
PE1PJ	Floor Space	Per sq. ft.	$6.57	NA
PE1BD	Cable Installation	Per cable		$1,826.00
PE1PM	Cable Support Structure		$21.66	NA
	Power			
PE1PL	-48V DC Power	Per amp	$8.86	
PE1FB	120V AC Power single phase	Per breaker amp	$5.62	
PE1FD	240V AC Power single phase	Per breaker amp	$11.26	
PE1FE	120V AC Power three phase	Per breaker amp	$16.88	
PE1FG	277 AC Power three phase	Per breaker amp	$38.98	
	Cross Connects **(Note 1)**			First/Add'l
	2-wire	Per cross connect	$.074	$34.53/$32.51
	4-wire	Per cross connect	$.148	$34.54/$32.53
	DS1	Per cross connect	$1.29	$54.15/$40.94
	DS3	Per cross connect	$17.48	$53.28/$39.65
	2-fiber	Per cross connect	$2.96	$53.28/$39.66
	4-fiber	Per cross connect	$5.66	$66.08/$52.47

FLORIDA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Co-Carrier Cross-Connect			
PE1ES	Fiber Cable Support Structure	Per linear ft.	$.003	$540.00
PE1DS	Copper or Coaxial Cable Support Structure	Per linear ft.	$.004	$540.00
PE1AX	Security Access System Security System	Per premises	$89.48	
PE1A1	New Access Card Activation	Per card	$.06	$56.03
PE1AA	Administrative change, existing card	Per card		$15.71
PE1AR	Replace lost or stolen card	Per card		$45.93
PE1SR	Space Availability Report	Per premises requested		$2,168.00
	POT Bay **(Note 2)**		NA	NA
	Cable Records[3]			**Note 4** initial/subsequent
PE1CR	Cable Records	Per request	NA	$1709/$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.86/$923.86
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.03/$18.03
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.54/$29.54
PE1CB	Fiber Cable	Per cable record	NA	$279.05/$279.05
	Security Escort	Per ¼ hour		
PE1BQ	Basic Time		NA	$10.89
PE1OQ	Overtime		NA	$13.64
PE1PQ	Premium Time		NA	$16.40

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, GRUCom may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through the appropriate BellSouth tariff.

(2) **POT Bays**: BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for GRUCom to provide its own POT Bays per

BellSouth specifications and provide the necessary information from which BellSouth can inventory.

(3) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

(4) The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT B
Page 1 of 4

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and GRUCom agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and GRUCom shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. GRUCom should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for GRUCom to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. GRUCom will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the GRUCom space with proper notification. BellSouth reserves the right to stop any GRUCom work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by GRUCom are owned by GRUCom. GRUCom will indemnify BellSouth for claims, lawsuits or damages to persons or

property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by GRUCom or different hazardous materials used by GRUCom at BellSouth Facility. GRUCom must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by GRUCom to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and GRUCom will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and GRUCom will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, GRUCom must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and GRUCom shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, GRUCom agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. GRUCom further agrees to cooperate with BellSouth to ensure that GRUCom's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by GRUCom, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIR. MENTAL CATEGOF ES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
osal of hazardous material ther regulated m rial (e.g., batteries, fluores ent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
ncy response	Hazmat/waste release/spill firesafety emergency	• Fact She eries 1700 • Building ergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal	• P&SM Manager -

	must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

COLLOCATION - Florida														Attachment: 4			Exhibit D
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec	Svc Order Submitted Manually	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs Electronic-
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,791 00	3,791 00								
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,160 00	3,160 00								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,211 00	1,211 00								
	Physical Collocation - Space Preparation - C.O. Modification per square ft			CLO	PE1SK	2 58										
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Caageless			CLO	PE1SL	2 96										
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	100 66										
	Physical Collocation - Cable Installation			CLO	PE1BD		1,826 00	1,826 00								
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	6 57										
	Physical Collocation - Cable Support Structure			CLO	PE1PM	21 66										
	Physical Collocation - Power (Provided from BST BDFB), per Fused Amp			CLO	PE1PL	8 86										
	Physical Collocation - Power (Provided from BST Main Power Board), per Fused Amp			CLO	PE1FJ	8 61										
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5 62										
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	11 26										
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16 88										
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	38 98										
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0 074	34 53	32 51								
	Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0 148	34 54	32 53								
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S	PE1P1	1 29	54 15	40 94								
	Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	17 48	53 28	39 65								
	Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2 96	53 28	39 66								
	Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5 66	66 08	52 47								
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft			CLO	PE1BW	205 93										
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft			CLO	PE1CW	20 20										
	Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AX	0 0113										
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0 06	56 03	56 03								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15 71	15 71								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45 93	45 93								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26 41	26 41								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26 41	26 41								
	Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,168 00	2,168 00								
	Collocation Cable Records - per request			CLO	PE1CR		1,709 00	1,166 00								
	Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		923 86	923 86								
	Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18 03	18 03								

COLLOCATION - Florida														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOM	SOMAN
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8 44	8 44								
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29 54	29 54								
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		279 05	279.05								
		Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ		10 89									
		Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ		13.64									
		Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ		16 40									
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0 0028										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin ft.			CLO	PE1DS	0 0041										
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		535 54									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq Ft.			CLOAC	PE1JA	0 182										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6 70										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0 074	34.53	32 51								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0 148	34 54	32 53								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1 29	54 15	40 94								
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	17 48	53 28	39 65								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2 96	53 28	39 66								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5 66	66 08	52 47								
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,677 00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5 62										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11 26										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16 88										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38 98										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		309 48		168 63							
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	210.05										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		13 17	13 17								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		116 54	116 54								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		37 77	37.77								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233 51									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6 27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0 134										
	* Interim rates which are subject to true-up.																
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

1.1 During the term of this Agreement, GRUCom shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, GRUCom will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.2 For the purposes of the resale of BellSouth's telecommunications services by GRUCom, BellSouth will provide GRUCom with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. GRUCom acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that GRUCom cancel its reservations of numbers. GRUCom shall comply with such request.

1.3. Further, upon GRUCom request and for the purposes of the resale of BellSouth's telecommunications services by GRUCom, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for GRUCom's sole use. Such telephone number reservations shall be transmitted to GRUCom via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. GRUCom acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for GRUCom's reasonable need in that particular CLLIC.

2. Number Portability Permanent Solution

2.1 The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.

2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This

end user line charge will be as filed in FCC No. 1 and will be billed to GRUCom where GRUCom is a subscriber to local switching or where GRUCom is a reseller of BellSouth telecommunications services. This charge will not be discounted.

3. Service Provider Number Portability

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of GRUCom. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the GRUCom switch that serves the subscriber.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

3.4 Rates

Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. SPNP Implementation

4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically

forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.

4.3 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.

4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which

the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.

4.8 Neither Party shall be responsible for adverse effects of any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by

either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.

4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

5. Transition to Permanent Number Portability

5.1 Once a PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

5.2 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

6. True-up

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

6.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-

up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement.

6.2 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement incorporated herein by reference, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

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

(a) BellSouth and CLEC is entitled to be a full Party to the proceeding;

(b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

(c) It shall include as an issue the geographic deaveraging of network element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

7. Operation upport System (OSS) Rates

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

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

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

OPERATIONAL SUPPORT SYSTEMS	FL
OSS **LSR** charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event GRUCom 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.

Cancellation OSS Charge

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

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

SERVICE PROVIDER NUMBER PORTABILITY - Florida														Attachment: 5			Exhibit A
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Elec- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.															
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	2 05	0 4145	0 4145	0 0415	0 0415	3 50	11 90			1 83	
		RCF, per number ported (Residence Line)				TNPRL	2 05	0.4145	0 4145	0 0415	0 0415	3 50	11 90			1 83	
		RCF, Per Additional Path					0 7179										
		NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.															
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		0 6923	0 6923	0 6923		3 50	11 90			1 83	
		DID per number ported (Business)				TNPDB		0 6923	0 6923	0 6923		3 50	11 90			1 83	
		DID, per trunk termination, initial				TNPT2	54 95	161 29	80 58	32 73	2 73	3 50	11 90			1 83	
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																	
		RIPH, Functionality, Per Rearrangement						20 08	20 08			3 50	11 90			1 83	
		RIPH, Per Number Ported					1 83	0.2165	0 2165	0 0216	0 0216	3 50	11 90			1 83	
		RIPH, Functionality, Per Central Ofc						90 47	90 47	2 54	2.54	3 50	11 90			1 83	

Attachment 6

Ordering and Provisioning

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ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.

1.2 BellSouth shall provide ordering and provisioning services to GRUCom that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for ordering and provisioning are set forth in BellSouth Ordering Guide for CLECs, the BellSouth Guide to Interconnection, and the Electronic Business Rules for Local Ordering and the Local Exchange Ordering Implementation Guide, as appropriate, and as they are amended from time to time during this Agreement. The guides may be referenced at the following site: http://www.interconnection.bellsouth.com/guides/guides_p.html.

1.3 BellSouth shall provide all ordering and provisioning services to GRUCom during the same business hours of operation that BellSouth provisions service to its affiliates or end users. Ordering and provisioning support required by GRUCom outside of these hours will be considered outside of normal business hours and will be subject to overtime billing.

1.4 All other GRUCom requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

2. Access to Operations Support Systems

2.1 BellSouth shall provide GRUCom access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair and billing. Access to theOSS is available through a variety of means, including electronic interfaces. BellSouth also provides manual options. The OSS functions available to CLECs through electronic interfaces are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface the Telecommunications Access Gateway (TAG) interface. Customer record information includes Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, GRUCom shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, GRUCom shall

provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that GRUCom and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) interface, the TAG ordering interface for non-complex and certain complex resale requests and certain network elements. The EDI interface can be integrated with the TAG pre-ordering interface by GRUComor the TAG ordering interface. BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface for non-complex and certain complex resale service requests.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows GRUCom to report and monitor service troubles and obtain repair services. BellSouth shall offer GRUCom service trouble reporting in a non-discriminatory manner that provides GRUCom the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides GRUCom an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth offers GRUCom non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting ECTA Gateway. BellSouth also offers ECTA functionality through the human-to-machine EC-CPM/TA interface. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Electronic Interface Change Control Process ("EICCP). Guidelines for this process are set forth in the EICCP document, and as it is amended from time to time during this agreement.

2.6 Migration of GRUCom to New Software Releases for National Standard Machine-to-Machine Electronic Interfaces. Pursuant to the change management process, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine electronic interfaces. When a new release of new industry standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to GRUCom with sufficient notice to

allow GRUCom to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

2.7 Rates. All costs incurred by BellSouth to develop and implement operational interfaces to the OSS shall be recovered from the carriers that use the services. Charge for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by GRUCom will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if GRUCom wishes to reinstate an order, GRUCom may be required to submit a new service order.

3.2 Single Point of Contact. GRUCom will be the single point of contact with BellSouth for ordering activity for network elements and other services used by GRUCom to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. GRUCom and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by GRUCom to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify GRUCom that such an order has been processed, but will not be required to notify GRUCom in advance of such processing.

3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

3.3.1 Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.

3.3.1.3 Notify GRUCom after the disconnect order has been completed.

3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchang. (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider e purpose of obtaining end user billing account and other end user informa uired under subscription requirements.

3.6 Cancellation Charges. GRUCom cancels an order for netw ents or other services, any costs incurred by Be South in conjunction with th isioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.

Attachment 7

Billing and Billing Accuracy Certification

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BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that GRUCom requests. BellSouth will bill and record in accordance with this Agreement those charges GRUCom incurs as a result of GRUCom purchasing from BellSouth Network Element s and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 For any service(s) BellSouth orders from GRUCom, GRUCom shall bill BellSouth in CABS format.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, GRUCom will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.

1.3 Payment Responsibility. Payment of all charges will be the responsibility of GRUCom. GRUCom shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by GRUCom from GRUCom's customer. BellSouth will not become involved in billing disputes that may arise between GRUCom and GRUCom's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.4 Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from GRUCom, the total amount billed to GRUCom will not include those taxes or fees for which the CLEC is exempt. GRUCom will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of GRUCom.

1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. GRUCom will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

1.7 Discontinuing Service to GRUCom. The procedures for discontinuing service to GRUCom are as follows:

1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by GRUCom of the rules and regulations contained in BellSouth's tariffs.

1.7.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to GRUCom that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30)days notice to GRUCom at the billing address to discontinue the provision of existing services to GRUCom at any time thereafter.

1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and GRUCom's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to GRUCom without further notice.

1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, GRUCom's services will be discontinued. Upon discontinuance of service on GRUCom's account, service to the GRUCom's end users will be denied. BellSouth will reestablish service at the request of the end user or GRUCom for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. GRUCom is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.

1.8 Deposit Policy. When purchasing services from BellSouth, GRUCom will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release GRUCom from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in GRUCom's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

1.9 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. Billing Accuracy Certification

2.1 Upon request, BellSouth and GRUCom will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth

documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

2.2 As part of the billing quality assurance program, BellSouth and GRUCom will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide GRUCom with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, GRUCom will pay all bills received from BellSouth in full by the payment due date.

2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the bill date. The month being closed represents those charges that were billed or should have been billed by the designated bill date.

3. Billing Disputes

3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.

3.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.

3.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for

purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assess ate payment charges. The Parties shall assess interest on previously assessed late ment charges only in a state where it has the authority pursuant to its tariffs.

4. RAO Hosting

4.1 RAC Hosting, Calling Card and Third Number Settlement S tem (CATS) and Non-Intercompany Settlement System (NICS) services provided UCom by BellSouth will be in accordance with the methods and practices regularly pted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

4.2 GRUCom shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

4.3 Compensation amounts, if applicable, will be billed by BellSouth to GRUCom on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4.4 GRUCom must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from GRUComto the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of GRUCom and will coordinate all associated conversion activities.

4.5 BellSouth will receive messages from GRUCom that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from GRUCom.

4.7 All data received from GRUCom that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

4.8 All data received from GRUCom that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by GRUCom and will forward them to GRUCom on a daily basis.

4.10 Transmission of message data between BellSouth and GRUCom will be via CONNECT:Direct.

4.11 All messages and related data exchanged between BellSouth and GRUCom will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

4.12 GRUCom will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

4.13 Should it become necessary for GRUCom to send data to BellSouth more than sixty (60) days past the message date(s), GRUCom will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and GRUCom to notify all affected Parties.

4.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or GRUCom) identified and agreed to, the company responsible for creating the data (BellSouth or GRUCom) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from GRUCom, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify GRUCom of the error condition. GRUCom will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent

packs, GRUCom will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

4.16 In association with message distribution service, BellSouth will provide GRUCom with associated intercompany settlements reports (CATS and NICS) as appropriate.

4.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.

4.18 RAO Compensation

4.18.1 Rates for message distribution service provided by BellSouth for GRUCom are as set forth in Exhibit A to this Attachment.

4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .

4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and GRUCom for the purpose of data transmission. Where a dedicated line is required, GRUCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. GRUCom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to GRUCom. Additionally, all message toll charges associated with the use of the dial circuit by GRUCom will be the responsibility of GRUCom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

4.18.4 All equipment, including modems and software, that is required on the GRUCom end for the purpose of data transmission will be the responsibility of GRUCom.

4.19 Intercompany Settlements Messages

4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by GRUCom as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between GRUCom and the involved company(ies), unless that company is participating in NICS.

4.19.2 Both traffic that originates outside the BellSouth region by GRUCom and is billed within the BellSouth region, and traffic that originates within the BellSouth region and

is billed outside the BellSouth region by GRUCom, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by GRUCom, involves a company other than GRUCom, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

4.19.3 Once GRUCom is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of GRUCom. BellSouth will distribute copies of these reports to GRUComon a monthly basis.

4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of GRUCom. BellSouth will distribute copies of these reports to GRUCom on a monthly basis.

4.19.6 BellSouth will collect the revenue earned by GRUCom from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents ($0.05), on behalf of GRUCom. BellSouth will remit the revenue billed by GRUCom to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on GRUCom. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to GRUCom via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

4.19.7 BellSouth will collect the revenue earned by GRUCom within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of GRUCom. BellSouth will remit the revenue billed by GRUCom within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to GRUCom via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

5. Optional Daily Usage File

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

5.2 The GRUCom shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a GRUCom customer.

Charges for delivery of the Optional Daily Usage File will appear on the GRUComs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5.5 Messages that error in the billing system of the GRUCom will be the responsibility of the GRUCom. If, however, the GRUCom should encounter significant volumes of errored messages that prevent processing by the GRUCom within its systems, BellSouth will work with the GRUCom to determine the source of the errors and the appropriate resolution.

5.6 The following specifications shall apply to the Optional Daily Usage Feed.

5.6.1 Usage To Be Transmitted

5.6.1.1 The following messages recorded by BellSouth will be transmitted to the GRUCom:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to GRUCom.

5.6.1.4 In the event that GRUCom detects a duplicate on Optional Daily Usage File they receive from BellSouth, GRUCom will drop the duplicate message (GRUCom will not return the duplicate to BellSouth).

5.6.2 Physical File Characteristics

5.6.2.1 The Optional Daily Usage File will be distributed to GRUCom via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and GRUCom for the purpose of data transmission. Where a dedicated line is required, GRUCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. GRUCom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to GRUCom. Additionally, all message toll charges associated with the use of the dial circuit by GRUCom will be the responsibility of GRUCom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on GRUCom end for the purpose of data transmission will be the responsibility of GRUCom.

5.6.3 Packing Specifications

5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.3.2 T :N, From RAO, and Invoice Number will control the invoice sequenci From RAO will be used to identify to GRUCom which BellSouth RAO that i the message. BellSouth and GRUCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by GRUCom and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 Pack Rejection

5.6.4.1 GRUCom will notify BellSouth within one business day of rejected packs (vi mutually agreed medium). Packs could be rejected because of pack sequenc discrepancies or a critical edit failure on th Pack Header or Pack Trailer rec out-of-balance condition on grand totals, invalid data populated). Standard EMI Error Codes will be used. GRUCom will not be required to return the rejected data to BellSouth. Rejected packs will be corrected and retransmitte to GRUCom by BellSouth.

5.6.5 Control Data

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

5.6.6 Testing

5.6.6.1 Upon request from GRUCom, BellSouth shall send test files to JCom for the Op nal Daily Usage File. The Parties agree to review and di the file's ontent and or format. For testing of usage results, BellSouth shall req that GRUCom set up a production (LIVE) file. The live test may consist of GRUCom's employees making test calls for the types of services GRUCom requests on the Optional Daily Usage File. These test calls are logged by GRUCom, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

6. Access Daily Usage File

6.1. Upon written request from GRUCom, BellSouth will provide the Access Daily Usage File (ADUF) service to GRUCom pursuant to the terms and conditions set forth in this section.

6.2 The GRUCom shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

6.3 The Access Daily Usage Feed will contain access messages associated with a port that GRUCom has purchased from BellSouth

6.4 Charges for delivery of the Access Daily Usage File will appear on the GRUComs' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6.5 Messages that error in the billing system of the GRUCom will be the responsibility of the GRUCom. If, however, the GRUCom should encounter significant volumes of errored messages that prevent processing by the GRUCom within its systems, BellSouth will work with the GRUCom to determine the source of the errors and the appropriate resolution.

6.6 Usage To Be Transmitted

6.6.1 The following messages recorded by BellSouth will be transmitted to GRUCom:

Originating and terminating interstate and intrastate access records associated with a port.

Terminating access records for undetermined jurisdiction access records associated with a port.

6.6.2 When GRUCom purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send
access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (GRUCom is BellSouth's toll customer):

BellSouth will bill resale toll rates to GRUCom and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to GRUCom via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to GRUCom and send access record to GRUCom.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to GRUCom and send access record to GRUCom.

6.6.3 BellSouth will perform duplicate record checks on records passed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent GRUCom.

6.6.4 In the event that GRUCom detects a duplicate on the Access Daily Usage File they receive from BellSouth, GRUCom will drop the duplicate message (GRUCom will not return the duplicate to BellSouth.)

6.6.5 Physical File Characteristics

6.6.5.1 The Access Daily Usage File will be distributed to GRUCom via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and GRUCom for the purpose of data transmission. Where a dedicated line is required, GRUCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. GRUCom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to GRUCom. Additionally, all message toll charges associated with the use of the dial circuit by GRUCom will be the responsibility of GRUCom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on GRUCom end for the purpose of data transmission will be the responsibility of GRUCom.

6.6.6 Packing Specifications

6.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to GRUCom which BellSouth RAO that is sending the message. BellSouth and GRUCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by GRUCom and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.6.7 Pack Rejection

6.6.7.1 GRUCom will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. GRUCom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to GRUCom by BellSouth.

6.6.8 Control Data

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

6.6.9 Testing

6.6.9.1 Upon request from GRUCom, BellSouth shall send test files to GRUCom for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

7. Enhanced Optional Daily Usage File

7.1 Upon written request from GRUCom, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to GRUCom pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

7.2 The GRUCom shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on the GRUComs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

7.5 Messages that error in the billing system of the GRUCom will be the responsibility of the GRUCom. If, however, the GRUCom should encounter significant volumes of errored messages that prevent processing by the GRUCom within its systems, BellSouth will work with the GRUCom to determine the source of the errors and the appropriate resolution.

7.6 The following specifications shall apply to the Optional Daily Usage Feed.

7.6.1 Usage To Be Transmitted

7.6.1.1 The following messages recorded by BellSouth will be transmitted to the GRUCom:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

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

7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to GRUCom.

7.6.1.3 In the event that GRUCom detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, GRUCom will drop the duplicate message (GRUCom will not return the duplicate to BellSouth).

7.6.2 Physical File Characteristics

7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to GRUCom over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among GRUCom's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and GRUCom for the purpose of data transmission. Where a dedicated line is required, GRUCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. GRUCom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to GRUCom. Additionally, all message toll charges associated with the use of the dial circuit by GRUCom will be the responsibility of GRUCom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on GRUCom end for the purpose of data transmission will be the responsibility of GRUCom.

7.6.3 Packing Specifications

7.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to GRUCom which BellSouth RAO that is sending the message. BellSouth and GRUCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by GRUCom and resend the data as appropriate.

The data will be packed using ATIS EMI records.

ODUF/ADUF/CMDS - Florida													Attachment: 7			Exhibit. A
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF· Message Processing, per message				N/A	0 014391										
		ADUF. Data Transmission (CONNECT DIRECT), per message				N/A	0 00012973										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF Recording, per message				N/A	0 0000071										
		ODUF. Message Processing, per message					0 006835										
		ODUF. Message Processing, per Magnetic Tape provisioned				N/A	48 98										
		ODUF· Data Transmission (CONNECT.DIRECT), per message				N/A	0 00010811										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0 004										
		CMDS· Data Transmission (CONNECT.DIRECT), per message				N/A	0 001										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Po. ttachments

BellSouth will provide nondiscriminato.y access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently ne-otiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9

Performance Measurements

Performance Measurements

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. To the extent, however, that a Commission has, prior to the effective date of this Agreement, issued an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, and such Order required BellSouth to implement those Perfomance Measurements prior to the effective date of this Agreement, then such Performance Measurements shall be applicable to GRUCom. This shall include any applicable penalty plans, enforcement mechanisms, incentive plans, etc., that are part of, or related to, any state ordered Performance Measurement plan.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
GRUCom
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions PartA	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
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	16	2/29/00	
	17	2/29/00	
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	19	2/29/00	
	20	2/29/00	
	21	2/29/00	
	22	2/29/00	
	23	2/29/00	
	24	2/29/00	
	25	2/29/00	
	26	2/29/00	
Terms/Conditions Part B		2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
GRUCom
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
1-Resale	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
	Exhibit D	2/29/00	
	Exhibit E	2/29/00	
	Exhibit F	2/29/00	
	Exhibit G	2/29/00	
		2/29/00	
2-Network Elements & Other Services	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
GRUCom
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	15	2/29/00	
	16	2/29/00	
	17	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
3-Local Interconnection	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
	Exhibit D	2/29/00	
	Exhibit E	2/29/00	
4-Physical Collocation	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
GRUCom
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Dat	Planned Activities
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
5-Access to Numbers & Number Portability	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	Exhibit A	2/29/00	
6-Ordering/Provisioning	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
7-Billing & Billing Accuracy Certification	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
GRUCom
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	Exhibit A	2/29/00	
8-ROW/Conduits/PoleAtt	1	2/29/00	
9-Perf Measurement	Pre-Ordering	2/29/00	
	Ordering	2/29/00	
	Provisioning	2/29/00	
	Maint/Repair	2/29/00	
	Billing	2/29/00	
	Opr Svcs/DA	2/29/00	
	E911	2/29/00	
	Trunk Grp Perf	2/29/00	
	Collocation	2/29/00	
	Appendix A	2/29/00	
	Appendix B	2/29/00	
	Appendix C	2/29/00	
10-Executive Summary		2/29/00	
		2/29/00	
11-Disaster Recovery		2/29/00	
		2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
GRUCom
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions PartA	1		
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	26		
Terms/Conditions Part B			

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
GRUCom
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
1-Resale	1		
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	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		
	Exhibit H		
2-Network Elements & Other Services	1		
	2		
	3		
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AGREEMENT IMPLEMENTATION TEMPLATE (Business)
fo
GRUCom
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
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	10		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
GRUCom
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		
9-Perf Measurement	Pre-Ordering		
	Ordering		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
GRUCom
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

Attachment 11
BellSouth Disaster Recovery Plan

2000
BELLSOUTH

DISASTER RECOVERY PLA ING

For

CLECS

CONTENTS

PAGE

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential pro[illegible]ems, a detailed recovery plan is impractical. However, in the process of reviewing recovery ac[illegible]ities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster [illegible]ffects the deliv[illegible]affic for an extended time period. Each CLEC will be given the s[illegible]nsideration du[illegible]utage and service will be restored as quickly as possible.

This document will cover the basic recovery pr[illegible]edures that would apply to [illegible]LEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the [illegible]mstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established.

As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functi 'ost;

c) Move containerized emergency equipment and facility equipment to .e stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and

e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wi .er (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service for Hospitals, Police and other emergency agencies; and

e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.