South will report use of the UNTW pairs on a Local Service Request (LSR) form submitted to BellSouth's Local Carrier Service Center (LCSC).

2.8.3.7 Requesting Party will isolate and report repair problems to the UNE center. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

2.8.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting such usage to BellSouth, the following charges shall apply in addition to any fines which may be established by state commissions and any other remedies at law or in equity available to the Provisioning Party:

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

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

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

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

2.9.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of U.S. South's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of U.S. South'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.

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

2.10 **Unbundled Sub-Loop Feeder**

2.10.1 Definition

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

2.10.2 USLF is intended to be utilized for voice traffic and can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

2.10.3 USLF can also be utilized for digital traffic and can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C) facilities: 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

2.10.4 USLF will provide the facilities needed to provision a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of U.S. South's loop distribution elements onto BellSouth's feeder system.

2.10.5 Requirements

2.10.5.1 U.S. South will extend its compatible cable to BellSouth's cross-box. The cable will then be connected to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to U.S. South. U.S. South will then have the option of paying the special construction charges or canceling the order.

2.10.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

2.10.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.11 **Dark Fiber**

2.11.1 Definition

2.11.1.1 Dark Fiber is optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. 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.

2.11.2 Requirements

2.11.2.1 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 U.S. South.

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

2.11.2.3 U.S. South may test the quality of the Dark Fiber to confirm its usability and performance specifications.

2.11.2.4 BellSouth shall use its best efforts to provide to U.S. South 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 U.S. South ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for U.S. South's use and may not allow any other Party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the one hundred and twenty day period, the fiber will revert to BellSouth's Dark Fiber inventory.

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

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

2.11.2.7 U.S. South may splice and test Dark Fiber obtained from BellSouth using U.S. South or U.S. South 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.

2.12 **Rates**

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

2.13 **Operational Support Systems (OSS)**

2.13.1 BellSouth has developed and made available the following electronic interfaces by which U.S. South may submit LSRs electronically.

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

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

OPERATIONAL SUPPORT SYSTEMS	**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

2.13.3 Denial/Restoral OSS Charge

2.13.3.1 In the event U.S. South 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.

2.13.4 Cancellation OSS Charge

2.13.4.1 U.S. South will incur an OSS charge for an accepted LSR that is later canceled by U.S. South.

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

2.13.5 Network Elements and Other Services Manual Additive

2.13.5.1 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 C.

2.14 **Preordering Loop Makeup (LMU)**

2.14.1 Description of Service

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

2.14.1.2 BellSouth will provide U.S. South 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 U.S. South 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 U.S. South and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

2.14.1.3 BellSouth's LMU information is provided to U.S. South 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.

2.14.1.4 BellSouth offers LMU information for the sole purpose of allowing U.S. South to determine whether, in U.S. South's judgment, BellSouth's loops will support the specific services that U.S. South wishes to provide over those loops. U.S. South 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, U.S. South 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. U.S. South bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. U.S. South bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with U.S. South's equipment for accomplishing U.S. South's end goal for the intended service it wishes to provide its end-user(s). U.S. South is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.14.2 Submitting Loop Makeup Service Inquiries

2.14.2.1 U.S. South 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 U.S. South determines that it needs further loop data information in order to make a determination of loop service capability, U.S. South may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.14.3. Mechanized LMU has been made available for limited deployment to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth. CLECs will be notified once a successful Beta Test has been completed, and mechanized LMU shall then be available to U.S. South.

2.14.2.2 **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.

2.14.3 LMUSI Types and Associated Charges

U.S. South may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit C.

2.14.3.1 U.S. South will be assessed a nonrecurring charge for each facility queried as specified in Exhibit C. 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.

2.14.3.2 U.S. South may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which U.S. South does not plan to place a UNE local service request (LSR) should be cancelled by U.S. South. Should U.S. South wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).

2.14.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to U.S. South for the facility queried. During this holding time and prior to U.S. South's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure U.S. South's ability to order the exact facility reserved.

2.14.3.4 If U.S. South does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

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

2.14.4 Ordering of Other UNE Services

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

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

Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

2.15 **Rates**

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

2.16 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

3. High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide U.S. South access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide U.S. South with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

3.1.2 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 U.S. South 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 CFR Section 51.230, including, but not limited to, ADSL, HDSL, 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. U.S. South shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. U.S. South shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

3.1.3 The following loop requirements are necessary for U.S. South 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. BellSouth will provide U.S. South access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2 of this Agreement. BellSouth is not required to condition a loop for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If U.S. South requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, U.S. South shall pay for the loop to be restored to its original state.

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

3.1.5 U.S. South shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.

3.2 Provisioning of High Frequency Spectrum and Splitter Space

3.2.1 BellSouth will provide U.S. South with access to the High Frequency Spectrum as follows:

3.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of U.S. South'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.

3.2.1.2 Once a splitter is installed on behalf of U.S. South in a central office, U.S. South shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

3.2.1.2.1 BellSouth will bill and U.S. South shall pay the SOMAN and SOMEC charges as described in Section 2.13 of this Agreement when U.S. South orders High Frequency Spectrum for end-user service.

3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide U.S. South access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide U.S. South with a

carrier notification letter, informing U.S. South of change. U.S. South shall purchase ports on the splitter as set forth more fully below.

3.2.1.4 BellSouth will install the splitter in (i) a common area close to the U.S. South collocation area, if possible; or (ii) in a BellSouth relay rack as close to the U.S. South 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 U.S. South DS0 at such time that a U.S. South end user's service is established.

3.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and U.S. South desires to continue providing xDSL service on such loop, U.S. South shall be required to purchase a 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 U.S. South desires to continue providing xDSL service on such loop, U.S. South shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give U.S. South notice in a reasonable time prior to disconnect, which notice shall give U.S. South an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and U.S. South purchases the full stand-alone loop, U.S. South may elect the type of loop it will purchase. U.S. South will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit C to this Attachment. In the event U.S. South purchases a voice grade loop, U.S. South acknowledges that such loop may not remain xDSL compatible.

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

3.3 Ordering

3.3.1 To order High Frequency Spectrum on a particular loop, U.S. South must have a DSLAM collocated in the central office that serves the end-user of such loop. U.S. South may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 3.2.1.1.

3.3.2 BellSouth will devise a splitter order form that allows U.S. South to order splitter ports in increments of 24 ports.

3.3.2.1 BellSouth will provide U.S. South the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

3.3.3 BellSouth will provide access to the High Frequency Spectrum within the following target 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 U.S. South submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide U.S. South with access to the High Frequency Spectrum at the following target intervals:

3.3.3.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at 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.

3.3.4 BellSouth will provide to U.S. South BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.

3.3.5 BellSouth will provide U.S. South access to the Preordering Loop Makeup (LMU), in accordance with Section 2.14 of this Agreement. BellSouth shall bill and U.S. South shall pay the rates for such services, as described in Exhibit C.

3.4 Maintenance and Repair

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

3.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point of demarcation in the central office. U.S. South will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.4.3 U.S. South shall inform its end users to direct data problems to U.S. South, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.4.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.

3.4.5 In the event U.S. South'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 U.S. South and allow twenty-four (24) hours to cure the trouble. If U.S. South fails to resolve the

trouble, BellSouth may discontinue U.S. South's access to the High Frequency Spectrum on such loop.

3.5 **Rates**

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

3.6 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

4. Switching

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

4.1 **Local Switching**

4.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 4.1.3.3 to U.S. South for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to U.S. South for the provision of a telecommunications service only in the limited circumstance described below in Section 4.4.

4.1.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on U.S. South 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.

4.1.3 **Local Circuit Switching Capability, including Tandem Switching Capability**

4.1.3.1 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.

4.1.3.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for U.S. South when U.S. South 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.

4.1.3.3 In the event that U.S. South orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more 2-wire voice-grade loops from a BellSouth central office in an MSA listed above, BellSouth shall charge U.S. South the market based rate in Exhibit C for use of the local circuit switching functionality for the affected facilities.

4.1.3.4 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 U.S. South. Any features that are not currently then capable but are technically feasible through the switch can be requested through the NBR/BFR process.

4.1.3.5 BellSouth will provide to U.S. South 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 U.S. South's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by U.S. South. U.S. South customers may use the same dialing arrangements as BellSouth customers.

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

4.1.3.7 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.

4.1.3.8 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to U.S. South 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. U.S. South customers may use the same dialing arrangements as BellSouth customers, but obtain a U.S. South branded service.

4.1.4 Technical Requirements

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

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

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

4.1.4.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by U.S. South will be made pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.

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

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

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

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

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

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

4.1.4.11 Special Services provided by BellSouth will include the following:

4.1.4.11.1 Telephone Service Prioritization;

4.1.4.11.2 Related services for handicapped;

4.1.4.11.3 Soft dial tone where required by law; and

4.1.4.11.4 Any other service required by law.

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

4.1.4.13 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.

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

4.1.4.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party.

4.1.4.16 BellSouth shall offer to U.S. South all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services

4.1.4.17 Where capacity exists, BellSouth shall assign each U.S. South customer line the class of service designated by U.S. South (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from U.S. South customers to U.S. South directory assistance operators at U.S. South's option.

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

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

4.1.5 Interface Requirements. BellSouth shall provide the following interfaces to loops:

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

4.1.5.2 Coin phone signaling;

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

4.1.5.4 Two-wire analog interface to PBX;

4.1.5.5 Four-wire analog interface to PBX;

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

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

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

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

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

4.1.6.1 SS7 Signaling Network or Multi-Frequency trunking if requested by U.S. South;

4.1.6.2 Interface to U.S. South operator services systems or Operator Services through appropriate trunk interconnections for the system; and

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

4.2 **Tandem Switching**

4.2.1 Definition

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

4.2.2 Technical Requirements

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:

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

4.2.2.2 Tandem Switching will provide screening as jointly agreed to by U.S. South and BellSouth;

4.2.2.3 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;

4.2.2.4 Tandem Switching shall provide access to Toll Free number portability database as designated by U.S. South;

4.2.2.5 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));

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

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

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

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

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

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

4.2.7 Upon a reasonable request from U.S. South, 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 U.S. South.

4.2.8 BellSouth shall maintain U.S. South's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

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

4.2.10 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 U.S. South and BellSouth.

4.2.11 Tandem Switching shall process originating toll-free traffic received from U.S. South's local switch.

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

4.2.13 Interface Requirements

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

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

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

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

4.2.13.5 Tandem Switching shall provide an alternate final routing pattern for U.S. South's traffic overflowing from direct end office high usage trunk groups.

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

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

4.3.1 BellSouth will provide AIN Selective Carrier Routing at the request of U.S. South. AIN Selective Carrier Routing will provide U.S. South 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.

4.3.2 U.S. South 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.

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

4.3.4 Where AIN Selective Carrier Routing is utilized by U.S. South, the routing of U.S. South's end user calls shall be pursuant to information provided by U.S. South 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.

4.3.5 Upon ordering of AIN Selective Carrier Routing Regional Service, U.S. South shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit C 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 C of this Attachment. For each U.S. South end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit C of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. U.S. South shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit C of this Attachment.

4.3.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN 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.

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

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

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

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

4.4 **Packet Switching Capability**

4.4.1 Definition

The packet switching capability network element is defined as the 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.

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

4.4.2.1 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);

4.4.2.2 There are no spare copper loops capable of supporting the xDSL services U.S. South seeks to offer;

4.4.2.3 BellSouth has not permitted U.S. South to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has U.S. South obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and

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

4.4.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.5 **Interoffice Transmission Facilities**

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

4.6 **Rates**

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

4.7 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

5. Unbundled Network Element Combinations

5.1. 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.

5.2. 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.

5.3. Enhanced Extended Links (EELs)

5.3.1 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 5.3.2 below.

5.3.2 Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.4 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to U.S. South's POP serving wire center. The circuit must be connected to U.S. South's switch for the purpose of provisioning telephone exchange service to U.S. South's end-user customers. The EEL will be connected to U.S. South's facilities in U.S. South's collocation space at the POP SWC, or U.S. South may purchase BellSouth's access facilities between U.S. South's POP and U.S. South's collocation space at the POP SWC.

5.3.3 BellSouth shall provide EEL combinations to U.S. South in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to U.S. South those EEL combinations described in Section

5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to U.S. South in density Zone 1, as defined in 47 CFR 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. Except as stated above, EELs will be provided to U.S. South only to the extent such network elements are Currently Combined.

5.3.4 EEL Combinations

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

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

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

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

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

5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop

5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop

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

5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.5 EEL combinations for DS1 level and above will be available only when U.S. South 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.

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

5.3.7 Special Access Service Conversions

5.3.7.1 U.S. South may not convert special access services to combinations of loop and transport network elements, whether or not U.S. South self-provides its entrance facilities (or obtains entrance facilities from a third party), unless U.S. South 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 U.S. South requests to convert any special access services to combinations of loop and transport network elements at UNE prices, U.S. South shall provide to BellSouth a letter certifying that U.S. South 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 U.S. South seeks to qualify for conversion of special access circuits. U.S. South shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.3.7.1.1 U.S. South certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at U.S. South'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, U.S. South is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. U.S. South can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.3.7.1.2 U.S. South 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 U.S. South'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

5.3.7.1.3 U.S. South 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 dialtone 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. U.S. South 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.

5.3.7.2 In addition, there may be extraordinary circumstances where U.S. South is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, U.S. South 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 U.S. South's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.3.7.3 BellSouth may at its sole discretion audit U.S. South 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 U.S. South 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, U.S. South shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that U.S. South 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 U.S. South.

5.3.7.4 U.S. South 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.

5.3.8 Rates

5.3.8.1 Georgia

5.3.8.2 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.

5.3.8.3 On an interim basis, for combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the

Commission's review of BellSouth's cost studies.

5.3.8.4 To the extent that U.S. South seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, U.S. South, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.3.8.5 All Other States

5.3.8.5.1 Subject to Section 5.3.2 and 5.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 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 C of this Attachment.

5.3.8.6 Multiplexing

5.3.8.6.1 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.

5.4 **Other Network Element Combinations**

5.4.1.1 In the state of Georgia, BellSouth shall make available to U.S. South, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to U.S. South, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

5.4.2 Rates

5.4.2.1 Georgia

5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.

5.4.2.1.2 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

5.4.2.1.3 To the extent that U.S. South seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, U.S. South, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.4.2.2 All Other States

5.4.2.2.1 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 C of this Attachment.

5.5 **UNE/Special Access Combinations**

5.5.1 Additionally, BellSouth shall make available to U.S. South a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent U.S. South 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 5.3.7.

5.5.2 Rates

5.5.2.1 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 C and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

5.6 **Port/Loop Combinations**

5.6.1 At U.S. South's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.6.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 5.6.1.1 and 5.6.1.2 below.

5.6.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

5.6.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of 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 to U.S. South if U.S. South's customer has 4 or more DS0 equivalent lines.

5.6.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:

5.6.2.1 In Georgia, BellSouth shall provide to U.S. South combinations of port and loop network elements to U.S. South on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.

5.6.2.2 In all other states, BellSouth shall provide to U.S. South combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.

5.6.2.3 In all states other than Georgia, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to U.S. South combinations of port and loop network elements that are not Currently Combined. The rates for such combinations shall be negotiated by the Parties.

5.6.2.4 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to U.S. South combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined combinations are the market based rates as set forth in Exhibit C. The rates for not Currently Combined combinations shall be negotiated by the Parties.

5.6.3 Combination Offerings

5.6.3.1 2-wire voice grade port, voice grade loop, 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.

5.6.3.2 2-wire voice grade DID port, voice grade loop, 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.

5.6.3.3 2-wire CENTREX port, voice grade loop, 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.

5.6.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, 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.

5.6.3.5 2-wire ISDN Primary Rate Interface, DS1 loop, 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.

5.6.3.6 4-wire DS1 Trunk port, DS1 Loop, 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.

5.7 **Rates**

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

5.8 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

6. Transport, Channelization 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 Interoffice transmission facility network elements include:

6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and U.S. South.

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

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

6.2 BellSouth shall:

6.2.1 Provide U.S. South 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;

6.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that U.S. South could use to provide telecommunications services;

6.2.3 Permit, to the extent technically feasible, U.S. South to connect such interoffice facilities to equipment designated by U.S. South, including but not limited to, U.S. South's collocated facilities; and

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

6.3 **Common (Shared) Transport**

6.3.1 Definition of Common (Shared) Transport

6.3.1.1 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.

6.3.2 Technical Requirements of Common (Shared) Transport

6.3.2.1 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.

6.3.2.2 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.

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

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

6.4 **Dedicated Transport**

6.4.1 Definitions

6.4.2 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.

6.4.3 Unbundled Local Channel

6.4.4 Unbundled Local Channel is the dedicated transmission path between U.S. South's Point of Presence and the BellSouth Serving Wire Center's collocation.

6.4.5 Unbundled Interoffice Channel.

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

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

6.4.7.1 As capacity on a shared UNE facility.

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

6.4.8 When Dedicated Transport is provided it shall include:

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

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

6.4.9 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.

6.4.10 Technical Requirements

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

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

6.4.10.3 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.

6.4.10.4 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.

6.4.10.5 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.

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

6.4.10.6.1 DS0 Equivalent;

6.4.10.6.2 DS1;

6.4.10.6.3 DS3;

6.4.10.6.4 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.

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

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

6.4.11.1 BellSouth Technical References:

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

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

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

6.4.12 Provided that the facility is used to transport a significant amount of local exchange services U.S. South shall be entitled to convert existing interoffice

transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

6.5 **Unbundled Channelization**

6.5.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the Attachment. Channelization will be offered with both the high and the low speed sides to be connected to collocation.

6.5.2 Definition

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

6.5.3 Channelization capabilities will be as follows:

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

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

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

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

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

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

6.5.7 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.

6.5.8 Technical Requirements

6.5.8.1 In order to assure proper operation with BellSouth 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.

6.5.8.2 DS0 to DS1 Channelization

6.5.8.2.1 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.

6.5.8.3 DS1 to DS3 Channelization

6.5.8.3.1 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.

6.5.8.4 DS1 to STS Channelization

6.5.8.4.1 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.

6.6 **Dark Fiber**

6.6.1 Definition

6.6.2 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. 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.

6.6.3 Requirements

6.6.3.1 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 U.S. South.

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

6.6.3.3 U.S. South may test the quality of the Dark Fiber to confirm its usability and performance specifications.

6.6.3.4 BellSouth shall use its best efforts to provide to U.S. South 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 U.S. South ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for U.S. South's use and may not allow any other Party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the one hundred and twenty day period, the Dark Fiber will revert to BellSouth's Dark Fiber inventory.

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

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

6.6.3.7 U.S. South may splice and test Dark Fiber obtained from BellSouth using U.S. South or U.S. South 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.

6.7 **Rates**

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

6.8 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

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

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

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

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

7.1.2 Technical Requirements

7.1.2.1 BellSouth shall provide U.S. South 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 U.S. South.

7.1.2.3 The SCP shall also provide, at U.S. South'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 **Rates**

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

7.3 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of 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 U.S. South any additional capabilities that are developed for LIDB during the life of this Agreement.

8.2.4.1 BellSouth shall process U.S. South's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to U.S. South 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 U.S. South, BellSouth shall provide U.S. South with a list of the customer data items, which U.S. South 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 U.S. South data to the LIDB shall be solely at the direction of U.S. South. Such direction from U.S. South 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 U.S. South data upon U.S. South'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 U.S. South customer records will be missing from LIDB, as measured by U.S. South audits. BellSouth will audit U.S. South records in LIDB against DBAS to identify record mismatches and provide this data to a designated U.S. South contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to U.S. South within one business day of audit. Once reconciled records are received back from U.S. South, 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 U.S. South 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 U.S. South'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 U.S. South 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 U.S. South and BellSouth.

8.2.4.11 BellSouth shall prevent any access to or use of U.S. South 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 U.S. South in writing.

8.2.4.12 BellSouth shall provide U.S. South 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 U.S. South at least at parity with BellSouth Customer Data. BellSouth shall obtain from U.S. South the screening information associated with LIDB Data Screening of U.S. South 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 U.S. South under the BFR/NBR as set forth in General Terms and Conditions.

8.2.4.13 BellSouth shall accept queries to LIDB associated with U.S. South 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 U.S. South shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If U.S. South purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

8.4 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

9. Signaling

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

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

9.3 **Signaling Link Transport**

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

9.3.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

9.3.5.4 Interface Requirements

9.3.5.4.1 There shall be a DS1 (1.544 Mbps) interface at the U.S. South 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 a U.S. South 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 U.S. South 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 U.S. South 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 U.S. South database, then U.S. South agrees to provide BellSouth with the Destination Point Code for the U.S. South 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 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 a U.S. South 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 U.S. South 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 U.S. South, 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 U.S. South SS7 network to exchange TCAP queries and responses with a U.S. South SCP.

9.4.2.9.2 SS7 AIN Access shall provide U.S. South SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and U.S. South 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 U.S. South 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 U.S. South or U.S. South-designated local switching systems or STPs to the BellSouth SS7 network:

9.4.3.1.1 An A-link interface from U.S. South local switching systems; and,

9.4.3.1.2 A B-link interface from U.S. South 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 U.S. South local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and U.S. South 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 U.S. South 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 U.S. South local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the U.S. South 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 U.S. South local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the U.S. South 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 U.S. South from any signaling point or network interconnected through BellSouth's SS7 network where the U.S. South 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 U.S. South 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 unavailability 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 U.S. South 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 U.S. South local Signaling Transfer Point Switches (STP) and U.S. South 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), U.S. South 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 U.S. South 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 a U.S. South 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 U.S. South 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 a U.S. South local or tandem switching system, SS7 Network Interconnection

shall include intermediate GTT of messages to a gateway pair of U.S. South local STPs, and shall not include SCCP Subsystem Management of the destination.

9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

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

9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;

9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and

9.7.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.

9.7.13 Interface Requirements

9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect U.S. South or U.S. South-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

9.7.13.1.1 A-link interface from U.S. South local or tandem switching systems; and

9.7.13.1.2 B-link interface from U.S. South 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 U.S. South local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and U.S. South 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 U.S. South 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 U.S. South local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the U.S. South 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 U.S. South shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If U.S. South purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

9.9 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

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

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

10.2 **Operator Systems**

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

10.3 **Operator Service**

10.3.1 Definition. Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not

limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

10.3.2 Requirements

10.3.2.1 When U.S. South 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 U.S. South 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 it does for its own 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 U.S. South 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 U.S. South 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 U.S. South.

10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to U.S. South 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 U.S. South, 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 caller's 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 U.S. South'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, U.S. South may request such requirement pursuant to the BFR/NBR 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 U.S. South 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 U.S. South 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 U.S. South that is equal to the service it provides to itself and its end users;

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

10.4.5 Branding for Operator Call Processing and Directory Assistance

10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to U.S. South 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 U.S. South to have its calls custom branded with U.S. South'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 U.S. South when ordering Directory Assistance and/or Operator Call Processing.

10.4.5.2.1 Service Level 1 - BellSouth Branding

10.4.5.2.2 Service Level 2 - Unbranded

10.4.5.2.3 Service Level 3 - Custom Branding

10.4.5.2.4 Service Level 4 - Self Branding (applicable only to U.S. South 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 U.S. South to order selective routing for each originating BellSouth end office identified by U.S. South. Rates for Selective Routing are set forth in this Attachment.

10.4.6.3 Custom Branding and Self Branding require U.S. South to order dedicated trunking from each BellSouth end office identified by U.S. South, to either the BellSouth Traffic Operator Position System (TOPS) or U.S. South 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 U.S. South 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 U.S. South 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, Interactive Voice Subsystem (IVS) and Network Applications Vehicle (NAV) equipment for which U.S. South 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 U.S. South 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. U.S. South end users may use the same dialing arrangements as BellSouth end users, but obtain a U.S. South 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 U.S. South 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)). U.S. South agrees that DADS will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, U.S. South agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, U.S. South authorizes the inclusion of U.S. South Directory Assistance listings in the BellSouth Directory Assistance products.

10.5.2 BellSouth shall provide U.S. South initially with a base file of subscriber listings which reflect all listing change activity occurring since U.S. South's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by U.S. South and BellSouth. U.S. South 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 U.S. South on a Business, Residence, or combined Business

and Residence basis. U.S. South agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after U.S. South receives the Base File.

10.5.4 BellSouth is authorized to include U.S. South Directory Assistance Listing Information in its DADS. Any other use by BellSouth of U.S. South 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 U.S. South.

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 U.S. South's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow U.S. South to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.

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 U.S. South a data link to the ALI/DMS database or permit U.S. South to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to U.S. South immediately after U.S. South inputs information into the ALI/DMS database. Alternately, U.S. South may utilize BellSouth, to enter end user information into the database 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 an 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 U.S. South requests otherwise and shall be updated if U.S. South requests, provided U.S. South 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 U.S. South end users shall meet industry standards.

10.8 **Rates**

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

10.9 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of 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 CNAM with standard pricing is included as Exhibit B to this Attachment. U.S. South must provide to its account manager a written request with a requested activation date to activate this service. If U.S. South is interested

in requesting CNAM with volume and term pricing, U.S. South 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 U.S. South the capability that will allow U.S. South and other third parties to create service applications in a BellSouth SCE 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 U.S. South. Scheduling procedures shall provide U.S. South equivalent priority to these resources.

11.4.2 BellSouth SCP shall partition and protect U.S. South service logic and data from unauthorized access, execution or other types of compromise.

11.4.3 When U.S. South selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable U.S. South 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 U.S. South selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. U.S. South access will be provided via remote data connection (e.g., dial-in, ISDN).

11.4.5 When U.S. South selects SCE/SMS AIN Access, BellSouth shall allow U.S. South 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 U.S. South shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If U.S. South purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

11.6 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of 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 U.S. South orders network elements and other services, then U.S. South 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 U.S. South 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. U.S. South 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. U.S. South will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, U.S. South will be required to discontinue the Basic 911 procedures and being using E911 procedures.

12.5.2 E911 Service Provisioning. For E911 service, U.S. South will be required to install a minimum of two dedicated trunks originating from the U.S. South 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. U.S. South will be required to provide BellSouth daily updates to the E911 database. U.S. South 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, U.S. South 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. U.S. South 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 U.S. South beyond applicable charges for BellSouth trunking arrangements.

12.5.4 Basic 911 and E911 functions provided to U.S. South shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

12.5.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and U.S. South to follow in providing 911/E911 services.

13. True-Up

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

13.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

13.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.

13.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

(a) 13.4An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and U.S. South specifically or upon all carriers generally, such as a generic cost proceeding.

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 U.S. South and pursuant to which BellSouth, its LIDB customers and U.S. South shall have access to such information. U.S. South 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 U.S. South, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to U.S. South's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is hereby made a part of this LIDB Storage 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 U.S. South of fraud alerts so that U.S. South may take action it deems appropriate. U.S. South understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by U.S. South pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to U.S. South 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.

U.S. South understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses. U.S. South 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, U.S. South 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 U.S. South'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 U.S. South's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) U.S. South agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for U.S. South's end user accounts which are resident in LIDB pursuant to this Agreement. U.S. South authorizes BellSouth to place such charges on U.S. South's bill from BellSouth and agrees that it shall pay all such charges. Charges for which U.S. South 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) U.S. South shall have the responsibility to render a billing statement to its end users for these charges, but U.S. South's obligation to pay BellSouth for the charges billed shall be independent of whether U.S. South is able or not to collect from U.S. South's end users.

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

II. FEES FOR SERVICE AND TAXES

A. U.S. South will not be charged a fee for storage services provided by BellSouth to U.S. South, 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

U.S. South in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

III. 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. This LIDB Storage Agreement constitutes the entire Agreement between U.S. South and BellSouth with respect to the subject matter hereof and supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to LIDB Storage.

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 _____("U.S. South"), effective the _____ day of _____, _____.

I. GENERAL

This Addendum sets forth the terms and conditions for U.S. South'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 U.S. South, 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 U.S. South 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 U.S. South.

C. Special billing number - a ten-digit number that identifies a billing account established by U.S. South.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four-digit security code assigned by U.S. South 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 U.S. South.

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 U.S. South.

III. RESPONSIBILITIES OF PARTIES

A. U.S. South will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BellSouth will store in its LIDB the billing number information provided by U.S. South. Under normal operating conditions, BellSouth shall include U.S. South'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 U.S. South'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 U.S. South 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 U.S. South, and where the last four digits (PIN) are a security code assigned by U.S. South.

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

E. U.S. South will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. U.S. South will arrange and pay for transport of updates to BellSouth.

IV. COMPLIANCE

Unless expressly authorized in writing by U.S. South, 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 U.S. South 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 U.S. South access to the BellSouth CNAM SCP for query or record storage purposes.

2.2 U.S. South 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 U.S. South's

access to BellSouth's CNAM Database Services and shall be addressed to U.S. South's Account Manager.

3. Physical Connection and Compensation

3.1 BellSouth's provision of CNAM Database Services to U.S. South requires interconnection from U.S. South 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, U.S. South shall provide its own CNAM SSP. U.S. South's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

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

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NIDs										
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	$11.63	$6.15	NA	$11.79	$11.72	NA	$11.68	NA	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC4	$11.63	$6.15	NA	$11.79	$11.72	NA	$11.68	NA	NA
NID, 1-2 lines, per month	UND12	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UND12	TBD	$94.50	TBD	$94.56	$93.90	TBD	TBD	TBD	TBD
NRC - Add'l	UND12	TBD	$57.22	TBD	$57.28	$56.67	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - 1st	UND12	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - Add'l	UND12	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	NA	$3.50	$3.50	NA	$3.50	NA	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NID, 1-6 lines, per month	UND16	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UND16	TBD	$136.75	TBD	$136.91	$135.29	TBD	TBD	TBD	TBD
NRC - Add'l	UND16	TBD	$99.47	TBD	$99.63	$98.07	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - 1st	UND16	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - Add'l	UND16	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	NA	$3.50	$3.50	NA	$3.50	NA	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	$21.56	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	$3.84	TBD	NA	NA	TBD	TBD	TBD	TBD
Nonrecurring Charge - customer transfer, feature additions, changes (1)		$5.00	NA	NA	NA	NA	$5.00	NA	NA	NA
LOOP, EXCLUDING NID										
2-Wire Analog VG Loop (Standard), per month		NA	NA	NA	$18.20	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$86.08	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$58.57	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), per month		NA	NA	NA	$21.41	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$236.75	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$177.10	NA	NA	NA	NA	NA
4-Wire Analog VG Loop (Standard), per month		NA	NA	NA	$26.38	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$457.14	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$348.83	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop (Standard), per month		NA	NA	NA	$29.65	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$541.28	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$431.61	NA	NA	NA	NA	NA
2-Wire ADSL Loop (Standard), per month		NA	NA	NA	$10.63	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$609.44	NA	NA	NA	NA	NA
2-Wire HDSL Loop (Standard), per month		NA	NA	NA	$7.40	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$609.44	NA	NA	NA	NA	NA
4-Wire HDSL Loop (Standard), per month		NA	NA	NA	$9.70	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$748.93	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$646.17	NA	NA	NA	NA	NA
LOOP, INCLUDING NID										
2-Wire Analog VG Loop-SL1										

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

	RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	$15.88	NA	NA
	RC - Zone 1, per month (Note 2)	UEAL2	$15.24	$13.75	$14.21	$14.79	$14.96	$15.58	TBD	$18.48	$15.92
	RC - Zone 2, per month (Note 2)	UEAL2	$24.75	$20.13	$16.41	$27.68	$25.69	$20.65	TBD	$27.87	$20.79
	RC - Zone 3, per month (Note 2)	UEAL2	$44.85	$44.40	$26.08	$47.78	$52.47	$29.51	TBD	$36.91	$27.18
	RC - Zone 4, per month (Note 2)	UEAL2	NA	NA	NA	NA	NA	$38.94	NA	NA	NA
	NRC - 1st	UEAL2	$59.03	$83.20	$42.54	$86.08	$40.69	$59.25	$57.99	$70.44	$78.93
	NRC - Add'l	UEAL2	$43.14	$35.12	$31.33	$58.57	$29.96	$43.67	$42.37	$44.05	$50.98
	NRC - Disconnect Charge - 1st	UEAL2	$15.21	$55.97	NA	NA	$11.48	$16.35	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UEAL2	$3.22	$10.35	NA	NA	$3.36	$4.06	NA	NA	NA
	NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
	NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.22	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
	NRC - Loop Make-Up	UEANM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling											
	RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	$19.50	NA	NA
	RC - Zone 1, per month (Note 2)	UEAL2	$17.95	$18.48	$16.84	$17.27	$17.65	$18.35	TBD	$21.57	$15.92
	RC - Zone 2, per month (Note 2)	UEAL2	$29.16	$22.43	$19.45	$32.32	$30.32	$24.33	TBD	$32.53	$20.79
	RC - Zone 3, per month (Note 2)	UEAL2	$52.84	$27.87	$30.92	$55.78	$61.93	$34.77	TBD	$43.08	$27.18
	RC - Zone 4, per month (Note 2)	UEAL2	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
	NRC - 1st	UEAL2	$145.46	$218.96	$104.17	$236.75	$99.69	$144.01	$142.97	$178.12	$192.97
	NRC - Add'l	UEAL2	$108.40	$136.44	$78.10	$177.10	$74.73	$107.70	$106.56	$128.80	$140.72
	NRC - Disconnect Charge - 1st	UEAL2	$40.31	$113.41	NA	NA	$28.73	$40.98	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UEAL2	$26.01	$20.58	NA	NA	$18.87	$26.95	NA	NA	NA
	NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
	NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$26.95	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling											
	RC - Statewide, per month	UEAR2	NA	NA	NA	NA	NA	NA	$19.50	NA	NA
	RC - Zone 1, per month (Note 2)	UEAR2	$17.95	$18.48	$16.84	$17.27	$17.65	$18.35	TBD	$21.57	$15.92
	RC - Zone 2, per month (Note 2)	UEAR2	$29.16	$22.43	$19.45	$32.32	$30.32	$24.33	TBD	$32.53	$20.79
	RC - Zone 3, per month (Note 2)	UEAR2	$52.84	$27.87	$30.92	$55.78	$61.93	$34.77	TBD	$43.08	$27.18
	RC - Zone 4, per month (Note 2)	UEAR2	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
	NRC - 1st	UEAR2	$145.46	$218.96	$104.17	$236.75	$99.69	$144.01	$142.97	$178.12	$192.97
	NRC - Add'l	UEAR2	$108.40	$136.44	$78.10	$177.10	$74.73	$107.70	$106.56	$128.80	$140.72
	NRC - Disconnect Charge - 1st	UEAR2	$40.31	$113.41	NA	NA	$28.73	$40.98	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UEAR2	$26.01	$20.58	NA	NA	$18.87	$26.95	NA	NA	NA
	NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
	NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$26.95	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
4-Wire Analog VG Loop											
	RC - Statewide, per month	UEAL4	NA	NA	NA	NA	NA	NA	$27.49	NA	NA
	RC - Zone 1, per month (Note 2)	UEAL4	$24.01	$24.26	$22.26	$20.92	$24.36	$22.38	TBD	$29.47	$15.92

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RC - Zone 2, per month (Note 2)	UEAL4	$39.00	$35.51	$25.70	$39.14	$41.85	$29.67	TBD	$44.44	$20.79	
RC - Zone 3, per month (Note 2)	UEAL4	$70.67	$78.35	$40.85	$67.56	$85.47	$42.40	TBD	$58.85	$27.18	
RC - Zone 4, per month (Note 2)	UEAL4	NA	NA	NA	NA	NA	$55.96	NA	NA	NA	
NRC - 1st	UEAL4	$293.70	$141.00	$206.95	$457.14	$198.10	$289.06	$288.47	$383.39	$58.50	
NRC - Add'l	UEAL4	$241.76	$43.00	$170.57	$348.83	$163.26	$238.19	$237.45	$286.77	$31.00	
NRC - Disconnect Charge - 1st	UEAL4	$108.96	$122.15	NA	NA	$74.27	$108.14	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UEAL4	$57.01	$27.42	NA	NA	$39.44	$57.28	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00	
2-Wire ISDN Digital Grade Loop											
RC - Statewide, per month	U1L2X	NA	NA	NA	NA	NA	NA	$24.98	NA	NA	
RC - Zone 1, per month (Note 2)	U1L2X	$23.23	$32.34	$21.89	$23.66	$21.15	$21.86	TBD	$26.68	$15.92	
RC - Zone 2, per month (Note 2)	U1L2X	$37.74	$47.35	$25.27	$44.28	$36.22	$28.97	TBD	$40.24	$20.79	
RC - Zone 3, per month (Note 2)	U1L2X	$68.38	$104.47	$40.17	$76.42	$74.19	$41.40	TBD	$53.29	$27.18	
RC - Zone 4, per month (Note 2)	U1L2X	NA	NA	NA	NA	NA	$54.64	NA	NA	NA	
NRC - 1st	U1L2X	$331.85	$306.00	$233.38	$541.28	$223.27	$326.38	$325.91	$423.04	$58.50	
NRC - Add'l	U1L2X	$255.87	$283.00	$180.35	$431.61	$172.63	$252.00	$251.31	$301.75	$31.00	
NRC - Disconnect Charge - 1st	U1L2X	$108.95	$111.10	NA	NA	$74.27	$108.14	NA	NA	NA	
NRC - Disconnect Charge - Add'l	U1L2X	$57.01	$18.28	NA	NA	$39.44	$57.27	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00	
2-Wire Universal Digital Carrier (UDC), statewide, per month	UDC2X	NA	NA	NA	NA	NA	NA	$24.98	NA	NA	
Zone 1, per month	UDC2X	$23.23	$32.34	$21.89	$23.66	$21.15	$21.86	TBD	$26.68	$15.92	
Zone 2, per month	UDC2X	$37.74	$47.35	$25.27	$44.28	$36.22	$28.97	TBD	$40.24	$20.79	
Zone 3, per month	UDC2X	$68.38	$104.47	$40.17	$76.42	$74.19	$41.40	TBD	$53.29	$27.18	
Zone 4, per month	UDC2X	NA	NA	NA	NA	NA	$54.64	NA	NA	NA	
NRC - 1st	UDC2X	$331.85	$306.00	$233.38	$541.28	$223.27	$326.38	$325.91	$423.04	$58.50	
NRC - Add'l	UDC2X	$255.87	$283.00	$180.35	$431.61	$172.63	$252.00	$251.31	$301.75	$31.00	
NRC - Disconnect Charge - 1st	UDC2X	$108.95	$111.10	NA	NA	$74.27	$108.14	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UDC2X	$57.01	$18.28	NA	NA	$39.44	$57.27	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00	
2-Wire ADSL Compatible Loop Incl Man Svc Inquiry & Fac Reservation											
RC - Statewide, per month	UAL2X	NA	NA	NA	NA	NA	NA	$14.60	NA	NA	
RC - Zone 1, per month (Note 2)	UAL2X	$12.09	$12.78	$11.23	$8.79	$11.90	$10.87	TBD	$17.10	$15.93	
RC - Zone 2, per month (Note 2)	UAL2X	$19.64	$18.72	$12.97	$16.46	$20.43	$14.40	TBD	$25.79	$20.05	
RC - Zone 3, per month (Note 2)	UAL2X	$35.59	$41.29	$20.62	$28.40	$41.73	$20.58	TBD	$34.15	$28.74	

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RC - Zone 4, per month (Note 2)	UAL2X	NA	NA	NA	NA	NA	$27.16	NA	NA	NA	
NRC - 1st	UAL2X	$514.21	$113.85	$359.73	$713.50	$343.13	$504.82	$504.90	$600.61	$640.79	
NRC - Add'l	UAL2X	$464.58	$99.61	$325.15	$609.44	$310.03	$456.24	$456.17	$507.33	$541.94	
NRC - Disconnect Charge - 1st	UAL2X	$106.65	$154.23	NA	NA	$72.54	$105.86	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UAL2X	$56.98	$35.23	NA	NA	$39.42	$57.25	$26.94	NA	NA	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$12.76	$44.42	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00	
2-Wire ADSL Compatible Loop without Man Svc Inquiry & Fac Reservation											
RC - Statewide, per month	UAL2W	NA	NA	NA	NA	NA	NA	$14.60	NA	NA	
Zone 1, per month	UAL2W	$12.09	$12.78	$11.23	$8.79	$11.90	$10.87	TBD	$17.10	$15.93	
Zone 2, per month	UAL2W	$19.64	$18.72	$12.97	$16.46	$20.43	$14.40	TBD	$25.79	$20.05	
Zone 3, per month	UAL2W	$35.59	$41.29	$20.62	$28.40	$41.73	$20.58	TBD	$34.15	$28.74	
Zone 4, per month	UAL2W	NA	NA	NA	NA	NA	$27.16	NA	NA	NA	
NRC - 1st	UAL2W	$375.21	$258.86	$220.73	$260.95	$255.34	$365.82	$365.90	$461.60	$501.79	
NRC - Add'l	UAL2W	$325.58	$175.48	$186.15	$176.21	$170.72	$317.24	$317.17	$368.33	$402.94	
NRC - Disconnect Charge - 1st	UAL2W	$106.65	$108.29	NA	$112.86	$112.32	$105.86	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UAL2W	$56.98	$15.46	NA	$15.88	$15.81	$57.25	$26.94	NA	NA	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$12.76	$44.42	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00	
2-Wire HDSL Compatible Loop, Incl Man Svc Inquiry & Fac Reserv											
RC - Statewide, per month	UHL2X	NA	NA	NA	NA	NA	NA	$11.98	NA	NA	
RC - Zone 1, per month (Note 2)	UHL2X	$9.41	$9.80	$7.88	$6.29	$8.97	$8.50	TBD	$12.21	$11.62	
RC - Zone 2, per month (Note 2)	UHL2X	$15.29	$14.35	$9.09	$11.78	$15.41	$11.26	TBD	$18.41	$14.62	
RC - Zone 3, per month (Note 2)	UHL2X	$27.70	$31.65	$14.48	$20.33	$31.48	$16.10	TBD	$24.39	$20.96	
RC - Zone 4, per month (Note 2)	UHL2X	NA	NA	NA	NA	NA	$21.25	NA	NA	NA	
NRC - 1st	UHL2X	$514.21	$113.85	$359.73	$713.50	$343.13	$504.82	$504.90	$600.61	$640.79	
NRC - Add'l	UHL2X	$464.58	$99.61	$325.15	$609.44	$310.03	$456.24	$456.17	$507.33	$541.94	
NRC - Disconnect Charge - 1st	UHL2X	$106.65	$154.23	NA	NA	$72.54	$105.86	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UHL2X	$56.98	$35.23	NA	NA	$39.42	$57.25	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00	
2-Wire HDSL Compatible Loop, without Man Svc Inquiry & Fac Reserv											
Statewide, per month	UHL2W	NA	NA	NA	NA	NA	NA	$11.98	NA	NA	
Zone 1, per month	UHL2W	$9.41	$9.80	$7.88	$6.29	$8.97	$8.50	TBD	$12.21	$11.62	
Zone 2, per month	UHL2W	$15.29	$14.35	$9.09	$11.78	$15.41	$11.26	TBD	$18.41	$14.62	
Zone 3, per month	UHL2W	$27.70	$31.65	$14.48	$20.33	$31.48	$16.10	TBD	$24.39	$20.96	
Zone 4, per month	UHL2W	NA	NA	NA	NA	NA	$21.25	NA	NA	NA	
NRC - 1st	UHL2W	$375.21	$276.19	$220.73	$278.28	$272.64	$365.82	$365.90	$461.60	$501.79	
NRC - Add'l	UHL2W	$325.58	$192.81	$186.15	$193.54	$188.02	$317.24	$317.17	$368.33	$402.94	

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NRC - Disconnect Charge - 1st	UHL2W	$106.65	$108.29	NA	$112.86	$112.32	$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	UHL2W	$56.98	$15.46	NA	$15.88	$15.81	$57.25	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
4-Wire HDSL Compatible Loop, Incl Man Svc Inquiry & Fac Reserv										
RC - Statewide, per month	UHL4X	NA	NA	NA	NA	NA	NA	$13.97	NA	$17.91
RC - Zone 1, per month (Note 2)	UHL4X	$11.52	$14.75	$10.39	$7.68	$12.97	$10.36	TBD	$16.21	$15.46
RC - Zone 2, per month (Note 2)	UHL4X	$18.71	$21.59	$12.00	$14.38	$21.76	$13.73	TBD	$24.45	$19.46
RC - Zone 3, per month (Note 2)	UHL4X	$33.90	$47.64	$19.07	$24.82	$44.44	$19.62	TBD	$32.38	$27.88
RC - Zone 4, per month (Note 2)	UHL4X	NA	NA	NA	NA	NA	$25.90	NA	NA	NA
NRC - 1st	UHL4X	$541.13	$116.91	$378.86	$748.93	$361.45	$531.21	$531.35	$625.11	$666.70
NRC - Add'l	UHL4X	$491.50	$101.71	$344.28	$646.17	$328.35	$482.63	$482.62	$532.78	$568.86
NRC - Disconnect Charge - 1st	UHL4X	$106.65	$161.19	NA	NA	$72.54	$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	UHL4X	$56.98	$26.10	NA	NA	$39.42	$57.25	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
4-Wire HDSL Compatible Loop, without Man Svc Inquiry & Fac Res										
Statewide, per month	UHL4W	NA	NA	NA	NA	NA	NA	$13.97	NA	$17.91
Zone 1, per month	UHL4W	$11.52	$14.75	$10.39	$7.68	$12.97	$10.36	TBD	$16.21	$15.46
Zone 2, per month	UHL4W	$18.71	$21.59	$12.00	$14.38	$21.76	$13.73	TBD	$24.45	$19.46
Zone 3, per month	UHL4W	$33.90	$47.64	$19.07	$24.82	$44.44	$19.62	TBD	$32.38	$27.88
Zone 4, per month	UHL4W	NA	NA	NA	NA	NA	$25.90	NA	NA	NA
NRC - 1st	UHL4W	$402.13	$333.40	$239.86	$276.76	$329.76	$392.21	$392.35	$486.11	$527.70
NRC - Add'l	UHL4W	$352.50	$250.01	$205.28	$192.02	$245.15	$343.63	$343.62	$393.78	$429.86
NRC - Disconnect Charge - 1st	UHL4W	$106.65	$114.30	NA	$122.17	$124.19	$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	UHL4W	$56.98	$19.58	NA	$20.64	$20.98	$57.25	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
4-Wire DS1 Digital Loop										
RC - Statewide, per month	USLXX	NA	NA	NA	NA	NA	NA	$62.78	NA	NA
RC - Zone 1, per month (Note 2)	USLXX	$51.74	$64.69	$55.53	$50.26	$56.32	$50.99	TBD	$59.61	$57.73