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OFFICE OF THE
EXECUTIVE SECRETARY

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January 24, 2002

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Petition of Sprint Communications Company L.P. for Arbitration with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996*
Docket No. 00-00691

Dear Mr. Waddell:

Enclosed are the five paper copies and a CD Rom of the interconnection agreement between BellSouth and Sprint Communications Company. A copy of this letter is being provided to counsel for Sprint. Counsel for Sprint has a signed copy of the interconnection agreement.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

430513

CERTIFICATE OF SERVICE

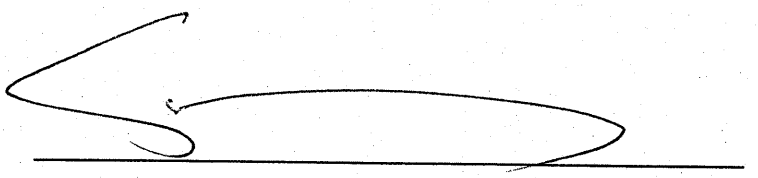
I hereby certify that on January 24, 2002, a copy of the foregoing document was served on the parties of record, via hand delivery or U.S. Mail, postage-prepaid, addressed as follows:

[ ] Hand
[ ] Mail
[X] Facsimile
[ ] Overnight

James Wright, Esq.
Sprint Communications
14111 Capitol Blvd.
Wake Forest, NC 27587

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[ ] Mail
[X] Facsimile
[ ] Overnight

William R. Atkinson, Esq.
Benjamin A. Fincher, Esq.
Sprint Communications
3100 Cumberland Circle
Atlanta, GA 30339



BELLSOUTH® / CLEC Agreement

Customer Name: SPRINT Communications Company L.P.

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

By and Between

BellSouth Telecommunications, Inc.

And

Sprint Communications Company L.P.
Sprint Spectrum L.P.

Mississippi and Tennessee Agreement

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AGREEMENT

THIS INTERCONNECTION AND RESALE AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") ('the Agreement"). When the terms and conditions apply to both Sprint CLEC and Sprint PCS, the collective term "Sprint" shall be used. Otherwise, the applicable party shall be identified. This Agreement may refer to either BellSouth or Sprint or both as a "Party" or "Parties", and is made effective on January 1, 2001 ("Effective Date"). The terms and conditions of this Agreement together with the negotiated bill and keep compensation arrangement for Call Transport and Termination for CLEC Local Traffic, ISP-Bound Traffic and Wireless Local Traffic are made effective as of the Effective Date. All other rates in this Agreement are made effective ten (10) calendar days following the date of the last signature of the Parties.

RECITALS

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

WHEREAS, Sprint Communications Company Limited Partnership is a Competitive Local Exchange Carrier ("CLEC") authorized to provide telecommunications services in the state of Florida and Sprint Communications Company L. P. is a CLEC authorized to provide telecommunications services in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Sprint PCS is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, Sprint is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement with Sprint for the provision of Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, pursuant to the Telecommunications Act of 1996 (the "Act") and in conformance with BellSouth's duties under the Act; and

NOW THEREFORE, in consideration of the terms and agreements contained herein, BellSouth and Sprint mutually agree as follows:

1. Purpose

This Agreement specifies the rights and obligations of the parties with respect to the establishment of local interconnection, the resale of telecommunications services, and the purchase of unbundled network elements ("UNEs"). This Agreement is entered into by BellSouth, Sprint CLEC, and Sprint PCS as the result of negotiation and compromise for the sole purpose of establishing a single interconnection arrangement between the three entities. As such the Parties intend for this Agreement to be applicable to both the CLEC and wireless interconnection arrangements as a single unified interconnection arrangement.

2. Term of the Agreement

2.1 The term of this Agreement is two (2) years from the Effective Date. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth below.

2.2 In the event of default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the Defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined as:

a. Either Party's material breach of any of the terms or conditions hereof; or
b. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

3. Renewal

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

3.2 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 3.1, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

3.3 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 3.2 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the Commission for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Sprint pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) for Sprint CLEC, or the General Subscriber Services Tariff (GSST) or other applicable tariff for Sprint PCS, to the extent an SGAT or GSST has been approved by the Commission. If any state Commission has not approved a BellSouth SGAT or GSST, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to Sprint pursuant to such Interconnection Agreement that Sprint may elect pursuant to Section 252 (i) of the Act and Section 17 of this agreement. In the event that no election is made, BellSouth will continue to provide services to Sprint pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or GSST or the Interconnection Agreement elected by Sprint under the term of this provision and section of this agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

4. Ordering Procedures

4.1 For Sprint CLEC, the ordering procedures are as detailed in Attachment 6 Ordering and Provisioning of this Agreement, incorporated herein by this reference. The ordering and provision of all services purchased from BellSouth by

Sprint PCS shall be set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

5. Parity

5.1 When Sprint CLEC purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users.

5.2 The quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Sprint shall be at least equal in quality to that which BellSouth provides to itself or such access as would offer an efficient carrier a meaningful opportunity to compete.

6. White Pages Listings

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

6.1 Listings. BellSouth or its agent will include Sprint residential and business customer listings in the appropriate White Pages (residential and business) alphabetical directories. There will be no distinction made between Sprint and BellSouth customer listings.

6.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to Sprint or its subscribers provided that Sprint provides subscriber listing information to BellSouth at no charge.

6.3 Procedures for Submitting Sprint Subscriber Information. BellSouth will provide to Sprint a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Sprint will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures, which are the same for resale and Unbundled Network Element based services, are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

6.4 Non-listed/Non-Published Subscribers. Sprint will be required to provide to BellSouth the names, addresses and telephone numbers of all Sprint customers that wish to be omitted from directories and designated accordingly as either non-published or non-listed.

6.5 Inclusion of Sprint Customers in Directory Assistance Database. BellSouth will include and maintain Sprint subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and Sprint will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

6.6 Listing Information Confidentiality. BellSouth will accord Sprint's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information. BellSouth shall ensure that access to Sprint customer proprietary listing information will be limited solely to those of BellSouth and BellSouth's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. BellSouth will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.

6.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff. In addition to a basic White Pages listing, BellSouth will provide, at the rates set forth in Attachment 1 of this Agreement, tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for Sprint to offer for resale to Sprint's customers.

6.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Sprint CLEC subscribers at no charge.

6.9 BellSouth agrees to provide White Pages distribution services to Sprint customers within ILEC's service territory at no additional charge to Sprint. BellSouth represents that the quality, timeliness, and manner of such distribution services will be at parity with those provided to BellSouth and to other Sprint customers.

6.10 BellSouth will not sell or license Sprint's White Pages directory listing information to any third party without Sprint's prior written consent.

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

7.1 Any request by Sprint for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following. For those products and services that have been made available to other CLECs, such services shall be made available to Sprint on the same rates, terms and conditions through an amendment to this agreement.

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

7.3 Although not expected to do so, Sprint may cancel, without penalty, a Bona Fide Request in writing at any time. BellSouth will then cease analysis of the request.

7.4 Within two (2) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

7.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to Sprint a preliminary analysis of the Bona Fide Request. The preliminary analysis will include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet Sprint's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Sprint's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with Sprint's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If BellSouth does not agree with Sprint's designation, it may utilize the procedures set forth in Section 14 of the General Terms and Conditions of this Agreement. In no event, however, shall any such dispute delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide Sprint with a preliminary analysis within thirty (30) days of BellSouth's receipt of a Bona Fide request, BellSouth will inform Sprint as soon as practicable. Sprint and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.

7.6 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide Sprint with a firm Bona Fide Request quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.

7.7 Unless Sprint agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by Sprint.

7.8 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, Sprint will notify BellSouth in writing of its acceptance or rejection of

BellSouth's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if BellSouth responds that it cannot or will not offer the requested item in the Bona Fide Request and Sprint deems the item essential to its business operations, and deems BellSouth's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the dispute may be resolved pursuant to Section 14 of the General Terms and Conditions of this Agreement.

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

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

8.1 Sprint agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Sprint end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

8.2 Sprint agrees that in cases where Sprint receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to Sprint end users, Sprint will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

8.3 In cases where the timing of the response to the law enforcement agency prohibits Sprint from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, Sprint will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to Sprint and bill Sprint for the information. Sprint agrees to reimburse BellSouth for the call detail information provided.

8.4 Sprint will provide Sprint end user and/or other customer information that is available to Sprint in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for Sprint end user and/or other customer information to Sprint for the purpose of providing this information to the law enforcement agency.

9. Liability and Indemnification

9.1 Liabilities of BellSouth. Unless expressly stated otherwise in this Agreement, the liability of BellSouth to Sprint resulting from any and all causes shall not exceed the amounts owing Sprint under the agreement in total.

9.2 Liabilities of Sprint. Unless expressly stated otherwise in this Agreement, the liability of Sprint to BellSouth resulting from any and all causes shall not exceed the amounts owing BellSouth under the agreement in total.

9.3 Each Party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular state) or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.

9.4 No Consequential Damages. Neither Sprint nor BellSouth shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other parties (collectively, "Consequential Damages")), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Each Party hereby releases the other Party and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents from any such claim for consequential damages. Nothing contained in this section shall limit BellSouth's or Sprint's liability to the other for actual damages resulting from (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property caused by BellSouth's or Sprint's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section limit the parties' indemnification obligations as specified herein.

9.5 Obligation to Indemnify and Defend. Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party ("a Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the

"Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from Sprint or Sprint's Customer's use of the Services and Elements provided under this Agreement.

9.6 Defense; Notice; Cooperation. Whenever the Indemnitee knows or should have known of a claim arising for indemnification under this Section 9, it shall promptly notify the Indemnifying Party of the claim in writing within 30 calendar days and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

10. Intellectual Property Rights and Indemnification

10.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 10.1 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

10.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

10.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 9 of this Agreement.

10.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense:

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

(b) obtain a license sufficient to allow such use to continue.

In the event (a) or (b) are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services

provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

10.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

10.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

11. Treatment of Proprietary and Confidential Information

11.1 Proprietary and Confidential Information: Defined. It may be necessary for BellSouth and Sprint, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information), including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Discloser's Confidential Information"). All Discloser's Confidential Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and proprietary notice. Discloser's Confidential Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure.

11.2 Use and Protection of Disclosers Confidential Information. Recipient shall use the Discloser's Confidential Information solely for the purpose(s) of performing this Agreement, and Recipient shall protect Discloser's Confidential Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Discloser's Confidential Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Discloser's Confidential Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Discloser's Confidential Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Discloser's Confidential

Information; and (c) have personally acknowledged the need to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents.

11.3 Ownership, Copying and Return of Discloser's Confidential Information. Discloser's Confidential Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Discloser's Confidential Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Discloser's Confidential Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Discloser's Confidential Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Discloser's Confidential Information has been returned or destroyed.

11.4 Exceptions. Discloser's Confidential Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by Discloser, without an obligation to keep it confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Discloser's Confidential Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Discloser's Confidential Information disclosed in response to a written court order, subpoena, regulation or process of law.

11.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

11.6 Survival of Confidentiality Obligations. The parties' obligations under this Section 11 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Discloser's Confidential Information exchanged during the term of this Agreement but in no event longer than 3 years from receipt of such information. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any Discloser's Confidential Information that is a trade secret under applicable law.

11.7 Except as other wise expressly provided in this Section, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

11.8 BellSouth shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from Sprint for purposes of soliciting or winning back Sprint's customers.

11.9 Sprint shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from BellSouth for purposes of soliciting or winning back BellSouth's customers.

11.10 Nothing herein shall prohibit Recipient from providing Information requested by the FCC or a state regulatory agency with jurisdiction over this matter to support a request for arbitration or an allegation of failure to negotiate in good faith.

12. Publicity

12.1 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party intentionally mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

13. Assignments

Sprint may not assign or transfer (whether by operation of law or otherwise) this Agreement, or any rights or obligations hereunder, to a third person without the prior written consent of BellSouth, provided that Sprint may assign or transfer this Agreement with notice, but without the prior written consent of BellSouth, to any entity that is certified as a Competitive Local Exchange Carrier by the relevant state regulatory Commission or is otherwise authorized by the commission or licensed Commercial Mobile Radio Service provider to provide local exchange services.

BellSouth may not assign or transfer (whether by operation of law or otherwise) this Agreement, or any rights or obligations hereunder, to a third person without the prior written consent of Sprint, provided that BellSouth may assign or transfer this Agreement with notice, but without the prior written consent of Sprint, to any entity provided such entity, is and shall be, for the remainder of the term of this Agreement, a successor or assign of BellSouth pursuant to § 251 (h) (1) of the Act, subject to all of the same §§ 251 and 252 obligations as BellSouth.

If during the Term of this Agreement, BellSouth sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, BellSouth shall provide Sprint not less than ninety (90) days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, Sprint acknowledges that BellSouth shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that Sprint must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

14. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. Either Party may seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. The other Party will not object to such expedited resolution of a dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement and shall continue to provide all services and payments as prior to the dispute provided however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking other legal remedies.

15. Taxes

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

Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

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

15.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

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

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

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

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

15.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

15.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the

existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

15.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

15.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

15.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

15.4 Taxes and Fees Imposed on Seller But Passed On To Purchasing Party.

15.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

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

15.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit

purchasing Party to pursue the contest in the name of providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

15.4.4 If, after consultation in accordance with the preceding Section, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the procedures in Section 14 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

15.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

15.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

15.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

15.4.8 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no

event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

15.9 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.

16. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire flood, earthquake or like acts of God, wars, revolution, riots, insurrections, explosion, terrorists acts, nuclear accidents, power blackouts, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

17. Most Favored Nations (MFN)

17.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Sprint any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

18. Modification of Agreement

18.1 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective unless it is made in writing and duly signed by the Parties.

18.2 If Sprint changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Sprint to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

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

18.4 Upon the effective date of any legislative, regulatory, judicial or other legal action that materially affects any material terms of this Agreement, or the ability of Sprint or BellSouth to perform any material terms of this Agreement, Sprint or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the court, Commission or FCC, whether such action was commenced before or after the effective date of this Agreement. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 14.

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

18.6 To the extent the BFR process set forth herein does not apply, upon delivery of written notice of at least thirty (30) days, either Party may request negotiations of the rates, prices and charges, terms, and conditions not now covered by this Agreement.

18.7 Nothing in this Agreement shall preclude Sprint from purchasing any services or facilities under any applicable and effective BellSouth tariff. Each party hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. In the event of a conflict between a

provision of this Agreement and a provision of an applicable tariff, the Parties agree to negotiate in good faith to attempt to reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, and the Parties cannot resolve such conflict through negotiation, such conflict shall be resolved as follows:

18.7.1 Unless otherwise provided herein, if the service or facility is ordered from the tariff, the terms and conditions of the tariff shall prevail.

18.7.2 If the service is ordered from this Agreement (other than resale), and the Agreement expressly references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail.

18.7.3 If the service is ordered from this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff and any terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

18.7.4 If the service is a resale service, the terms and conditions of the Agreement shall prevail.

18.8 The Parties intend that any additional services agreed to by both Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

19. Waivers

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

20. Governing Law

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

21. Audits and Examinations

21.1 Unless or until such time as a billing accuracy certification program has been implemented pursuant to Section 3 of Attachment 7, the audit process provided in this Section 21.1 shall apply.

21.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Sprint may audit BellSouth's books, records and other documents once in each 12 month period for the purpose of evaluating the accuracy of BellSouth's billing and invoicing. Such audit may include examination of the flow of call detail records from BellSouth's switch to BellSouth's internal systems to the usage file transmitted to Sprint. Sprint may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof to BellSouth.

21.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by Sprint in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the procedures described in Section 14, Resolution of Disputes, of the General Terms and Conditions of this Agreement.

21.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.

21.1.4 Third party audits requested by Sprint shall be at Sprint's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by Sprint hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit. In the event the audit is not conducted by a third party, each Party shall bear its own expense incurred in conducting the audit.

21.1.5 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to Sprint or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse Sprint the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

21.1.6 This Section shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

22. Remedies

22.1 In addition to any other rights or remedies, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance, where authorized under applicable law.

22.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

23. Branding

23.1 In all cases of operator and directory assistance services Sprint provides using services provided by BellSouth under this Agreement, BellSouth shall, where technically feasible, at Sprint's sole discretion and expense, brand any and all such services at all points of customer contact exclusively as Sprint services, or otherwise as Sprint may specify, or be provided with no brand at all, as Sprint shall determine. If BellSouth cannot provide such branding of Operator Services and Directory Assistance, BellSouth shall unbrand for all, including itself.

23.2 Sprint shall provide the exclusive interface to Sprint subscribers, except as Sprint shall otherwise specify. In those instances where Sprint requests BellSouth personnel to interface with Sprint subscribers, such BellSouth personnel shall inform Sprint subscribers that they are representing Sprint, or such brand as Sprint may specify and shall not identify themselves as representing BellSouth.

23.3 The Parties agree that the services offered by Sprint that incorporate Services and Elements made available to Sprint pursuant to this Agreement shall be branded as Sprint services. All forms, business cards or other business materials furnished by BellSouth to Sprint customers shall be made available for Sprint's review. In no event shall BellSouth, acting on behalf of Sprint pursuant to this Agreement, provide information to Sprint local service customers about BellSouth products or services. For installation and repair services, BellSouth shall utilize generic leave behind material for Sprint customers that bears no corporate name, logo, trademark or trade name.

23.4 In no event shall BellSouth provide information to Sprint's subscribers about Sprint's products or services during installation, maintenance or repair visits.

23.5 BellSouth shall train its employees to meet its branding obligations and to provide service on a non-discriminatory basis.

24. Network Security

24.1 Protection of Service and Property

24.1 BellSouth shall exercise the same level of care it provides itself to prevent harm or damage to Sprint, its employees, agents or customers, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of Sprint property located within BellSouth premises including, but not limited to:

24.1.1 BellSouth shall exercise the same level of care it provides itself to prevent harm or damage to Sprint, its employees, agents or customers, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of Sprint property located within BellSouth premises including, but not limited to:

24.1.1.1 Restricting access to Sprint equipment, support equipment, systems, tools and data, or spaces which, contain or house Sprint equipment enclosures, to Sprint employees and other authorized non-Sprint personnel to the extent necessary to perform their specific job function.

24.1.1.2 Assuring that the physical security and the means of ingress and admission to spaces that house Sprint equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth Admissions Practices.

24.1.1.3 Limiting the keys used in its keying systems for spaces which contain or house Sprint equipment or equipment enclosures to its employees and representatives for emergency access only. Sprint shall further have the right to change locks on all spaces where deemed necessary for the protection and security of such spaces. In such an event, Sprint shall provide BellSouth with replacement keys.

24.1.1.4 Insuring that doors that provide access to Sprint equipment enclosures are equipped to protect against removal of hinge pins.

24.1.1.5 Installing controls and logical security:

- to disconnect a user for a pre-determined period of inactivity on authorized ports;
- to protect customer proprietary information; and
- to databases to ensure both ongoing operational and update integrity.
- to assure that all approved system and modem access be secured through security servers and that access to or connection with a network element shall be established through a secure network or security gateway.
- to provide security in accordance with BellSouth BSP 008-140-230BT (Design, Development, Maintenance and Administration Security Standards for Network Elements, Network Element Support Systems, and other Computer Systems.)

24.2 Revenue Protection

24.2.1 Where BellSouth services are being resold and where Sprint is using a BellSouth port, Sprint will have the use of all present and future fraud prevention or revenue protection

features, including prevention, detection, or control functionality embedded within any of the network elements available to BellSouth. These features include, but are not limited to, screening codes, call blocking of international, 800, 900 and 976 numbers. Sprint and BellSouth will work cooperatively to prevent and research any fraud situation.

24.2.2 The party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other party shall be liable for the amount of the revenues lost by the party unable to bill or collect the revenues. The process for determining the amount of the liability will be as set forth in Attachment 7 of this Agreement.

24.2.2.1 Uncollectible or unbillable revenues resulting from the accidental or malicious alternation of software underlying Network Elements or their subtending operational support systems by unauthorized third Parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results from the negligent or willful act or omission of the Party having such administrative control.

24.2.3 BellSouth shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud to the extent such unbillable or uncollectible revenue results form the negligent or willful act or omission of BellSouth. BellSouth shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

24.3 Law Enforcement Interface

24.3.1 BellSouth shall provide seven day a week/twenty-four hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on customer invoked CLASS services, including call traces requested by Sprint Security/Network services. BellSouth shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

25. Relationship of Parties

It is the intention of the Parties that BellSouth be an independent contractor and nothing contained herein shall constitute the Parties as joint ventures, partners, employees, or agents of one another, and neither party shall have the right or power to bind or obligate the other.

26. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

27. Survival

Any provision of this Agreement or its Attachments, that by its nature should survive the expiration or termination of this Agreement, shall so survive.

28. Responsibility for Environmental Hazards

28.1 Sprint shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Sprint did not cause or introduce to the affected work location. BellSouth hereby releases, and shall also indemnify, defend (at Sprint's request) and hold harmless Sprint and each of Sprint's officers, directors and employees from and against any losses and expenses that arise out of or result from (i) any Environmental Hazard that BellSouth, its contractors, tenants, collocating 3rd parties or its agents introduce to the work locations or (ii) any other presence or release of any Environmental Hazard at any work location, except as provided in Section 28.2.

28.2 Prior to Sprint or its employees, contractors, or agents introducing an Environmental Hazard into a work location Sprint shall fully inform BellSouth in writing of its planned actions at such work location and shall receive BellSouth's written permission for such actions and Sprint warrants that it shall comply with all legal and regulatory obligations it has with respect to such Environmental Hazard and notices it is required to provide with respect thereto. BellSouth shall in no event be liable to Sprint for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Sprint causes or introduces to the affected work location. Sprint shall indemnify, defend (at BellSouth's request) and hold harmless BellSouth and each of BellSouth's officers, directors and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that Sprint, its contractors or its agents cause or introduce to the work location. Sprint shall be responsible for obtaining, including payment of associated fees, all environmental permits, licenses and/or registrations required for Environmental Hazards Sprint causes or introduces to the affected work location.

28.3 In the event any suspect material within BellSouth-owned, operated or leased facilities are identified to be asbestos-containing, Sprint will notify BellSouth before commencing any activities and ensure that to the extent any activities which it undertakes in the facility disturb any asbestos-containing materials (ACM) or presumed asbestos containing materials (PACM) as defined in 29 CFR Section

1910.1001, such Sprint activities shall be undertaken in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by Sprint or equipment placement activities that result in the generation or disturbance of asbestos containing material, Sprint shall not have any responsibility for managing, nor be the owner of, nor have any liability for, or in connection with, any asbestos containing material. Both Parties agree to immediately notify the other if the Party undertakes any asbestos control or asbestos abatement activities that potentially could affect Sprint equipment or operations, including, but not limited to, contamination of equipment.

28.4 Within ten (10) business days of Sprint's request for any space in BellSouth owned or controlled facility, BellSouth shall provide any information in its possession regarding the known environmental conditions of the space provided for placement of equipment and interconnection including, but not limited to, the existence and condition of any and all known or suspected asbestos containing materials, lead paint, hazardous or regulated substances, or any evidence of radon. Information is considered in BellSouth's possession under this Agreement if it is in the possession of an employee, agent, or authorized representative of BellSouth.

28.5 If the space provided for the placement of equipment, interconnection, or provision of service contains known environmental contamination or hazardous material, particularly but not limited to hazardous levels of friable asbestos, lead paint or hazardous levels of radon, which causes the placement of such equipment or interconnection to pose a threat to human health that cannot be properly remedied according to BellSouth procedures, BellSouth shall offer an alternative space, if available, for Sprint's consideration. If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available, BellSouth shall make such alternative route available for Sprint's consideration.

28.6 Subject to this Section and to BellSouth's standard security procedures, which procedures will be provided to Sprint, BellSouth shall allow Sprint at Sprint's expense to perform any environmental site investigations, including, but not limited to, asbestos surveys, which Sprint deems to be necessary in support of its collocation needs.

28.7 The parties will comply with all additional environmental requirements stated in other sections of this agreement. In the event of a conflict between other such sections and this Section 28, this Section 28 shall control.

28.8 When used in the context of environmental hazards, **"Release"** means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of

Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

29. Notices

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

BellSouth Telecommunications, Inc.

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

and

General Attorney – Commercial Group
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Sprint Communications Company L.P.

W. Richard Morris
V. P. Local Markets
7301 College Blvd
Mailstop KSOPKV0214
Overland Park, KS 66210

Sprint PCS

Sprint PCS
Attention: Legal Regulatory Department
Mailstop: KSOPHI0414
6160 Sprint Parkway, Bldg. 9
Overland Park, KS 66251

with a copy to:

Sprint PCS
Manager: Carrier Interconnection Management

Mailstop: KSOPAM 0101
11880 College Blvd.
Overland Park, KS 66210

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

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

29.3 Changes in Retail Service

29.3.1 BellSouth shall notify Sprint electronically, by way of posting to the BellSouth interconnection web site, of any changes in the terms and conditions under which it offers Telecommunications Services to subscribers who are nontelecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least 45 days prior to the effective date of any such change or concurrent with BellSouth's internal notification process for such change, whichever is earlier. Sprint recognizes that certain revisions may occur between the time BellSouth notifies Sprint of a change pursuant to this Section and either BellSouth's tariff filing of such change or tariff effective date. BellSouth shall notify Sprint of such revisions consistent with BellSouth's internal notification process but Sprint accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by Sprint unless caused by the intentional misconduct of BellSouth for the purposes of this Section. The notification given pursuant to this Section will not be used by either party to market its offering of such changed services externally in advance of the BellSouth filing of any such changes.

29.3.2 BellSouth shall notify Sprint electronically of proposed price changes at least 30 days prior to the effective date of any such price change.

29.3.3 BellSouth shall use its interconnection web site to notify Sprint of any network changes within at least six (6) months before such changes are proposed to be come effective and within twelve months for any technological changes. If such operational or technological changes occur within the six or twelve month notification period, BellSouth will notify Sprint of the changes concurrent with BellSouth's internal notification process for such changes.

29.4 BellSouth shall not discontinue any interconnection arrangement, Telecommunications Service, or Network Element or combination provided or

required hereunder without providing Sprint forty-five (45) days' prior written notice of such discontinuation of such service, element or arrangement. BellSouth agrees to cooperate with Sprint with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. If available, BellSouth will provide substitute services and elements.

29.5 BellSouth shall provide notice of network changes and upgrades in accordance with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

30. Rule of Construction

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

31. Headings of No Force or Effect

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

32. Multiple Counterparts

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

33. Implementation of Agreement

33.1 Within 60 days of the execution of this Agreement (or such other time period as the parties mutually agree upon) the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

33.2 The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the

Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications, and standards that will promote the Parties provision of Telecommunications Services to their respective Customers. This Agreement will therefore address the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties agree to identify, develop, and document operational processes and procedures, supporting industry standards and guidelines in the development of business rules and software specifications, as well as negotiate and implement any additional terms and conditions necessary to support the terms and intent of this Agreement.

33.3 Existing BellSouth operating procedures and interface documentation shall be made available for Sprint's review within 30 days of execution of this agreement. The parties agree to negotiate any modifications to these procedures which may be required to support the terms and conditions of this Agreement. In the event that there are existing operations manuals, BellSouth informational or instructional web sites, documented change controls processes, or joint implementation plans, currently in place or previously negotiated by the parties, Sprint and BellSouth agree that they will be reviewed for accuracy and validity under this Agreement and updated, modified, or replaced as necessary. BellSouth will advise Sprint of changes to the operating procedures and interface documentation on a mutually agreeable basis. The operating procedures and interface documentation shall address the following matters, and may include any other matters agreed upon by the Implementation Team:

33.3.1 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling), including standards and procedures for notification and discoveries of trunk disconnects;

33.3.2 disaster recovery and escalation provisions;

33.3.3 access to Operations Support Systems functions provided hereunder, including gateways and interfaces;

33.3.4 escalation procedures for ordering, provisioning, billing, and maintenance;

33.3.5 single points of contact for ordering, provisioning, billing, and maintenance;

33.3.6 service ordering and provisioning procedures, including manual processes and provision of the trunks and facilities;

33.3.7 provisioning and maintenance support;

33.3.8 change control procedures for modifications to any and all points of interface, electronic or automated interfaces, as well as operational interface processes and procedures impacting on-going operation between the parties;

33.3.9 conditioning and provisioning of collocation space and maintenance of Virtually collocated equipment;

33.3.10 procedures and processes for Directories and Directory Listings;

33.3.11 billing processes and procedures;

33.3.12 network planning components including time intervals;

33.3.13 joint systems readiness and operational readiness plans;

33.3.14 appropriate testing of services, equipment, facilities and network elements;

33.3.15 monitoring of inter-company operational processes;

33.3.16 procedures for coordination of local PIC changes and processing;

33.3.17 physical and network security concerns; and

33.3.18 such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.

33.4 The Implementation Plan may be modified from time to time as deemed appropriate by both parties.

34. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. BellSouth and Sprint shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith make such revisions as may reasonably be required to achieve approval. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Sprint shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Sprint.

For electronic filling purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by Sprint prior to filing of the Agreement. The CLEC Louisiana Certification Number for Sprint CLEC is TSP 00078.

35. Application of Attachments

This Agreement was negotiated between BellSouth, Sprint CLEC and Sprint PCS for the purpose of creating a single interconnection arrangement between BellSouth and Sprint. At the date of the signing of this Agreement, Sprint PCS has elected not to opt into the terms and conditions of the following Attachments: 1 Resale, 5 Access to Numbers, 6 Ordering and Provisioning, 9 Performance Measurements, and 11 Disaster Recovery. Should Sprint PCS desire to operate under the terms and conditions of those Attachments, prior to the expirations of the term of this Agreement, Sprint PCS and BellSouth shall negotiate an amendment to this Agreement.

36. Entire Agreement

This Agreement and its Attachments, incorporated herein by reference, sets forth the entire Agreement and supersedes prior agreements between the Parties relating to the subject matter contained herein. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is subsequently set forth in writing and duly signed by the Parties.

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

BellSouth Telecommunications, Inc.

Original Signature on File
Signature

Chris Boltz
Name

Managing Director
Title

01-23-02
Date

Sprint Communications Company Limited Partnership

Original Signature on File
Signature

W. Richard Morris
Name

Vice President-State External Affairs
Title

01-23-02
Date

Sprint Spectrum L.P.

Original Signature on File
Signature

Anthony G. Krueck
Name

Vice President–Engineering & Network Design
Title

01-23-02
Date

Definitions

"911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"Access Customer Name and Address (ACNA)" The abbreviated name of the customer to be billed for access services. This code is the same as the Interexchange Access Customer (IAC) code.

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

"Advanced Intelligent Network (AIN)" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

"ALI/DMS" (Automatic Location Identification/Data Management System) means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

"ANI" (Automatic Number Identification) is a feature that identifies the number of a telephone line that originates a call.

"CABS" means the Carrier Access Billing System which is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"Carrier Identification Codes (CIC)" A CIC code is assigned by the North American Numbering Plan administrator to identify the entity who purchases access services. This code is primarily used for billing and routing from the local exchange network to the access purchaser.

"CCS" (Common Channel Signaling) means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

"Central Office" means a telephone company facility where subscribers' lines are joined to switching equipment for connecting to other subscribers, locally or long distance.

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

"CENTREX" means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

"CLASS" (Custom Local Area Signing service) (Service mark of Telcordia) means service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.

"Collocation Space" means the right of Sprint to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by Sprint and agreed to by BellSouth which agreement should not be unreasonably withheld.

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

"Conduit" is a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed

"Confidential and/or Proprietary Information" has the meaning set forth in Section 11.1 of General Terms and Conditions.

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

"Dedicated Transport" provides a local interoffice transmission path between BellSouth and/or Sprint central offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.

"Defaulting Party" is a Party in breach of a material term or condition of the Agreement.

"Directory Assistance Database" refers to a collection of subscriber records used by BellSouth in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.

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

"DSLAM" (Digital Subscriber Line Access Multiplexer) is a network multiplexing device that receives signals from multiple customer Digital Subscriber Line (DSL) connections and puts the signals on a high speed backbone line. DSLAMs connect DSL lines with some combination of asynchronous transfer mode (ATM), frame relay or IP networks.

"E911" (Enhanced 911 Service) means a telephone communication service which will automatically route a call dialed "911" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

"EDI" (Electronic Data Interchange) is the computer application to computer application exchange of standard business data between trading partners in a standard format. These standard formats, developed by the American National Standards Institute (ANSI) Accredited Standards Committee X12 (ASC X12) are utilized within the EDI environment. The Telecommunications Industry Forum (TCIF) (a committee sponsored by the Alliance for Telecommunications Industry Solutions [ATIS]) creates guidelines using specific ANSI ASC X12 transaction sets to conduct specific business transactions in the telecommunications industry. This allows for an industry standard exchange of product and service ordering data between CLECs and ILECs.

"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

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

"Grandfathered Service" means a service which can be resold only to existing subscribers of the grandfathered service.

"Hazardous Materials" means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation HAZARDOUS MATERIALS Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency (EPA) under the Comprehensive Environmental, Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et. seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 et. seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et. seq.; and the following specified substances or materials, that may or may not be regulated by the

above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-products; (3) polychlorinated biphenyls (PCBs); and (4) radon.

"INP" (Interim Number Portability) is as defined in Attachment 5, Section 3.1.

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

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

"ISP-Bound Traffic" is defined as telecommunications traffic delivered to an information service provider ("ISP"). ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation but instead is classified as information access.

"LIDB" (Line Information Data Base) 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. 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.

"Local Interconnection" is as described in the Telecommunications Act of 1996 and refers to the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.

"Local Number Portability (LNP)" means Interim Number Portability (INP) or Permanent Number Portability (PNP) (long term database method for number portability) as defined in 47 CFR 52.21 – 52.33.

"Local Service Request" (LSR) means an industry standard form used by the Parties to add, establish, change or disconnect local services. The LSR format and industry standards govern all local service requests, i.e. Resale, Unbundled Elements, and Combinations of Unbundled Elements (UNE-P).

Local Traffic

> **CLEC Local Traffic.** CLEC Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, CLEC Local Traffic does not include

ISP-Bound Traffic. As further clarification, CLEC Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

Wireless Local Traffic. Wireless Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Sprint PCS within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Sprint PCS to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Sprint PCS in the same LATA in which the call originates and terminates on the network of Sprint PCS in the MTA in which the call is handed off from BellSouth to Sprint PCS. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules.

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

"Mobile Switching Center" or **"MSC"** is a switching facility that is an essential element of the CMRS network which performs the switching for the routing of calls between and among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches and Tandem Switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.

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

"NANP" (North American Numbering Plan), the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.

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

The agreement of the parties as to the provision of Network Elements is as set forth in Attachment 2 of this Agreement.

"Network Interface Device" (NID) is as defined in Attachment 2, Section 4.1.1.

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

"NPA" (Numbering Plan Area) (sometimes referred to as an area code) is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP.

"NXX", **"NXX Code"**, or **"Central Office Code"**, or **"CO Code"** is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North America Numbering Plan ("NANP").

"OBF" means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"Operator Services" provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g. credit card calls); and (3) special services (e.g. BLV/BLVI, Emergency Agency Call).

"Packet Switching" is as defined in Attachment 2, Section 12.1

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

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

"Permanent Number Portability (PNP)" means the use of the long-term database method for number portability that complies with the performance criteria set forth in 47 CFR 52.23 (a).

"Physical Collocation" means the right of Sprint to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by Sprint and agreed to by

BellSouth which agreement should not be unreasonably withheld. Types of Physical Collocation include Shared, Caged, Cageless, and Adjacent.

"PSAP" (Public Safety Answering Point) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

"Reseller" is a category of Local Exchange service providers who obtain dial tone and associated Telecommunications Services from another provider for resale to their end user subscribers.

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

"Service Control 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.

"Shared Transport" is as defined in Attachment 3.

"Signaling Transfer Point ("STP")" are packet switches that provide CCs message routing and transport. They are stored programmed switches that use information contained in the message, in conjunction with information stored in memory, to route the message to the appropriate destination signaling point.

"Signaling Links" are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks.

"Signal Link Transport" is a set of two or four dedicated 56 kbps transmission paths between Sprint designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

"SONET" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e. mid-span meets) with a base rate of 51.84 Mbps(OC-1/STS-1).

"Subsidiary" is an entity in which another corporation owns at least a majority of the shares and has controlling interest.

"Switched Exchange Access Services" is as defined in Attachment 3.

"Tandem", **"Tandem Switching"** serves to connect central offices by connecting one trunk to another. A tandem switch is an intermediate switch or connection between an originating telephone call location and the final destination of the call.

"Technically Feasible". Interconnection, access to unbundled network elements, collocation, and other methods of achieving interconnnection or access to unbundled network elements at a

point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available.

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

"Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services.

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

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

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities Sprint or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that Sprint, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"Wire Center" is the location where subscriber outside cable plant is terminated. A Wire Center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located.

"Wireless – Percent Local Usage" or **"W-PLU"** is defined as a factor to be applied to terminating minutes of use. The numerator is all "nonintermediary" Local minutes of use. The denominator is the total minutes of use including Local and Non-Local.

Attachment 1

Resale

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RESALE

This Attachment 1 is subject to the General Terms and Conditions of this Agreement

1. Discount Rates

The rates pursuant by which Sprint is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

2. Definition of Terms

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

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

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

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

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

2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means an entity certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.

2.7 RESALE means an activity wherein a certificated CLEC, such as Sprint purchases for resale at wholesale rates any telecommunications service that BellSouth provides at retail to subscribers who are not telecommunications carriers.

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

3. General Provisions

3.1 At the request of Sprint, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, BellSouth shall make available to Sprint for resale all Telecommunications Services that BellSouth currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B**,** attached hereto and incorporated herein by this reference**.**

3.1.1 BellSouth agrees to make available for resale all features and functions available in connection with Telecommunications Services, including but not limited to the following:

Dial tone and ring
Capability for either dial pulse or touch tone recognition
Capability to complete calls to any location
Same extended local calling area
1+ IntraLATA toll calling
PIC 1+ service
CIC dialing (101XXXX)
Same access to vertical features and functions
Call detail recording capability required for end user billing
Flat and Measured Service
International Calling
911, 500, 700, 800, 888, 900, 976 dialing
Ringing
Repeat dial capability
Multi-line hunting
PBX trunks and DID service
Stand-alone vertical services and/or vertical features (pursuant to Section 3.1.2 below)

3.1.2 Resale of Custom Calling Services.

3.1.2.1 Louisiana

The Parties acknowledge that the resale of custom calling services on a stand-alone basis at the applicable wholesale discount is in dispute in Louisiana. Upon resolution of the dispute through arbitration or through mutual agreement by the Parties, this section will be updated by way of an amendment to reflect such resolution. In the interim in Louisiana, BellSouth will provide Custom Calling Services, vertical services and/or vertical features on a stand-alone basis, but such stand alone services will not be subject to the wholesale discount.

3.1.2.2 Alabama, Georgia, Kentucky, Mississippi and South Carolina

In Alabama, Georgia, Kentucky, Mississippi and South Carolina, BellSouth will provide Custom Calling Services, vertical services and/or vertical features on a stand-alone basis, but such stand-alone services will not be subject to the wholesale discount.

3.1.2.3 Florida, North Carolina and Tennessee

In Florida, North Carolina and Tennessee, BellSouth shall make Custom Calling Services, vertical services, and vertical features available to Sprint at the applicable wholesale discount for resale on a stand-alone basis (i.e. without Sprint also being required to resell the basic local dial-tone). If an end user to which BellSouth is providing the underlying dial tone (retail or resale) and has provided a Custom Calling Service on a stand-alone basis to Sprint for resale wants the Custom Calling Service in question from another reseller or BellSouth, Sprint shall relinquish its provision of this service to the end-user. Additionally, if the end user on whose line BellSouth has provided a Custom Calling Service on a stand-alone basis to Sprint for resale wants service from a CLEC and that CLEC provides service utilizing unbundled switching, then Sprint shall terminate its provision of all Custom Calling Services and other vertical features to that end user. The Parties will negotiate interim procedures to implement this provision until industry standards are available.

3.1.3 CLASS and Customer Features Requirements. Sprint may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, on a Customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.

3.1.4 Voluntary Federal and State Customer Financial Assistance Programs. Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a BellSouth Customer eligible for the Voluntary Federal Customer Financial Assistance Program or other similar state programs chooses to obtain Local Service from Sprint, BellSouth shall forward available information regarding such Customer's eligibility to participate in such programs to Sprint, in accordance with procedures to be mutually established by the Parties and applicable state and federal law.

3.1.5 BellSouth shall provide access to E911/911 in the same manner that it is provided to BellSouth Customers. BellSouth will enable Sprint Customers to have E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). BellSouth shall provide and validate Sprint Customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the Sprint Customer service information in the Automatic Location

Identification/Database Management System ("ALI/DMS") used to support E911/911 services.

3.1.6 Hospitality Service. BellSouth shall provide all blocking, screening, and all other applicable functions available for hospitality lines.

3.1.7 Blocking Service. BellSouth shall provide blocking of 700, 900, 976 and any new services of this type individually or in any combination upon request, including bill to third party and collect calls. Blocking shall be provided on a line, trunk or individual service basis at parity with what BellSouth provides its end users.

3.1.8 BellSouth will provide Sprint with at least the capability to provide a Sprint Customer the same experience as BellSouth provides its own Customers with respect to all Local Services. The capability provided to Sprint by BellSouth shall be in accordance with standards or other measurements that are at least equal to the level that BellSouth provides itself, any affiliate, other local service providers, its end users or is required to provide by law and its own internal procedures.

3.2 BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. Neither Party, however, waives its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. Both Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal**.**

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

3.3.1 Sprint must resell services to other End Users.

3.3.2 Sprint must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 4 of the General Terms and Conditions.

3.3.3 Sprint cannot be an alternative local exchange telecommunications company for the single purpose of selling to itself.

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

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

3.6 Sprint will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user with respect to such services except as expressly authorized by Sprint.

3.7 Either Party may serve an end user of the other party and neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.8 For the purpose of resale of BellSouth's telecommunications services by Sprint, number retention by the end user shall be provided in accordance with the provisions set forth in Attachment 5 of this Agreement, incorporated herein by reference.

3.9 For the purpose of the resale of BellSouth's telecommunications services by Sprint, number reservation shall be provided for in accordance with the provisions set forth in Attachment 5, Section 1 of this Agreement, incorporated herein by reference.

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

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

3.12 BellSouth can refuse service when it has reasonable grounds to believe that service will be used in violation of the law. Reasonable grounds to refuse service shall be based upon the same criteria BellSouth uses to refuse service to its own end users.

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

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

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

3.14.2 Impair the privacy of any communications.

3.15 If Sprint becomes aware that a BellSouth resold telecommunications service is being used in a manner other than that which the service was originally intended as described in BellSouth's retail tariffs, Sprint has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

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

3.17 White page directory listings will be provided in accordance with Section 6 of the General Terms of this Agreement and with the regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.

3.18 BellSouth shall provide electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG) or as mutually agreed by the Parties. Customer Record Information includes but is not limited to, customer specific information in Customer Record Information System (CRIS) and Regional Street Address Guide (RSAG). In addition, Sprint shall provide to BellSouth access to customer record information as authorized by the end user including electronic access where available. Otherwise, Sprint shall use best efforts to provide paper copies of customer record information within two (2) business days upon request by BellSouth. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agree that Sprint and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

3.19 Charges for use of Operational Support Systems (OSS) shall be as ordered by appropriate state regulatory authorities or as mutually agreed by the Parties as set forth in Exhibit A of this Attachment.

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

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

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

3.21 BellSouth's Inside Wire Maintenance Service Plans will be made available for resale at rates, terms and conditions as mutually agreed to by the Parties.

3.22 Recovery of charges associated with implementing Number Portability shall be as set forth in Section 2 of Attachment 5, incorporated herein by this reference.

3.23 Dialing Parity. BellSouth agrees that Sprint Customers will experience the same dialing parity as BellSouth's Customers, such that, for all call types: (i) a Sprint Customer is not required to dial any greater number of digits than a BellSouth Customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by a Sprint Customer is at least equal in quality to that experienced by a BellSouth Customer; and (iii) the Sprint Customer may retain its local telephone number.

4. BellSouth's Provision of Services to Sprint

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

4.1.1 No terms and conditions, including use and user restrictions, shall be applicable to the resale of BellSouth's telecommunications services except for:

4.1.1.1 a restriction on the resale of cross-class selling; and

4.1.1.2 reasonable, non-discriminatory and narrowly tailored terms, conditions and limitations in the underlying BellSouth tariffs.

4.1.2 BellSouth reserves the right to periodically audit services purchased by Sprint to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Sprint shall make available to BellSouth or BellSouth's auditors such records and data which are reasonably necessary to establish authenticity of use. BellSouth shall bear the cost of said audit.

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

4.3 Support Functions

4.3.1 Routing to Directory Assistance, Operator and Repair Services

4.3.1.1 BellSouth shall make available to Sprint the ability to route:

4.3.1.1.1 Local Directory Assistance calls (411, (NPA) 555-1212) dialed by Sprint Customers directly to the Sprint Directory Assistance Services platform. Local Operator Services calls (0+, 0-) dialed by Sprint Customers directly to the Sprint Local Operator Services Platform. Such traffic shall be routed over trunk groups between BellSouth end offices and the Sprint Local Operator Services Platform, using standard Operator Services dialing protocols of 0+ or 0-.

4.3.1.1.2 611 repair calls dialed by Sprint Customers directly to the Sprint repair center.

4.3.1.2 Until a permanent industry solution exists for routing of traffic from BellSouth's local switches to other than BellSouth platforms, BellSouth will provide such routing using line class codes or other methods technically feasible and nondiscriminatory as agreed to by the parties. If a switch meets or exceeds 95% capacity of the available line class codes for that particular switch, BellSouth will meet with Sprint and other CLECs requesting line class codes to mutually agree upon acceptable alternatives, if any. BellSouth and Sprint shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

4.3.1.3 All direct routing capabilities described herein shall permit Sprint Customers to dial the same telephone numbers for Sprint Directory Assistance, Local Operator Service and Repair that similarly situated BellSouth Customers dial for reaching equivalent BellSouth services.

4.3.1.3.1 BellSouth branding is the default service level.

4.3.1.3.2 Unbranding, custom branding, and self branding require Sprint to order selective routing for each originating BellSouth end office identified by Sprint. Rates for selective routing are set forth in Attachment 2 of this Agreement, incorporated herein by this reference.

4.3.1.3.3 Custom branding and self branding require Sprint to order dedicated trunking from each BellSouth end office identified by Sprint, to either the BellSouth Traffic Operator Position System ("TOPS") or Sprint operator service provider.

4.3.1.3.3.1 Kentucky

In Kentucky, the rates for trunks are set forth in this Agreement.

4.3.1.3.3.2 Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina and Tennessee

In Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina and Tennessee, the rates for trunks are set forth in applicable BellSouth tariffs.

4.3.1.3.3.3 Louisiana

The Parties acknowledge that the rates for such dedicated trunking are in dispute in Louisiana. Upon resolution of the dispute through arbitration or through mutual agreement of the Parties, this section will be updated by way of an amendment to reflect such resolution. In the interim in these states, the rates for trunks are set forth in applicable BellSouth tariffs and will be subject to true up back to the date of execution of this agreement upon effective Commission order.

4.3.1.3.4 Unbranding – Unbranding directory assistance and/or operator call processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Sprint to the BellSouth TOPS. These calls are routed to "no announcement".

4.3.1.4 BellSouth shall provide to Sprint, the emergency public agency (e.g., police, fire, ambulance) telephone numbers linked to each NPA-NXX. Such data will be compiled as an electronic flat file in a mutually agreed format and transmitted via either diskette or Network Data Mover. BellSouth will transmit to Sprint, in a timely manner, all changes, alterations, modifications and updates to such data base via the same method as the initial transfer.

4.3.2 Operator Services – Interim Measures

4.3.2.1 Where BellSouth is the provider of Directory Assistance service, BellSouth agrees to provide Sprint Customers with the same Directory Assistance available to BellSouth Customers. If requested by Sprint, BellSouth will provide Sprint Directory Assistance Service under the Sprint brand. At such time BellSouth implements branding for its own Directory Assistance service BellSouth shall brand Sprint Directory Assistance in the same manner as it provides itself.

4.3.2.1.1 Sprint recognizes that BellSouth's providing to Sprint Directory Assistance Service under Sprint's brand may require additional costs to be incurred by BellSouth. BellSouth will charge Sprint for such branded Directory Assistance capability under the wholesale rate plus the reasonable and demonstrable costs necessary to implement Sprint's branding request. If there is a dispute concerning reasonable and demonstrable cost, such dispute will be resolved pursuant to Section 14 of the General Terms and Conditions of this Agreement.

4.3.2.2 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to Sprint's Customers:

4.3.2.2.1 Two Customer listings and/or addresses, if requested, per Sprint Customer call.

4.3.2.2.2 Name and address to Sprint Customers upon request, except for unlisted numbers, in the same states where such information is provided to BellSouth Customers.

4.3.2.2.3 Upon request, call completion to the requested number for local and intraLATA toll calls, where this service is available.

4.3.2.2.4 Populate the listing database in the same manner and in the same time frame as if the Customer was a BellSouth Customer.

4.3.2.2.5 Any information provided by a Directory Assistance Automatic Response Unit (ARU) will be repeated the same number of times for Sprint Customers as for BellSouth's Customers.

4.3.2.2.6 Service levels will comply with applicable state regulatory requirements for:
- (a) number of rings to answer
- (b) average work time
- (c) disaster recovery options

4.3.2.2.7 Intercept service for Customers moving service will include:
- (a) referral to new number, either 7 or 10 digits
- (b) repeat of the new number twice on the referral announcement
- (c) repeat of the new recording twice

4.3.2.3 BellSouth shall provide Operator Services to Sprint's Customers at the same level of service available to BellSouth end users.

4.3.2.4 BellSouth agrees to provide Sprint Customers the same Operator Services available to BellSouth Customers. If requested, BellSouth will provide Sprint operator services branded as a Sprint call.

4.3.2.5 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to Sprint Customers:

4.3.2.5.1 Instant credit on calls, as provided to BellSouth Customers.

4.3.2.5.2 Routing of calls to Sprint when requested via existing Operator Transfer Service (OTS).

4.3.2.5.3 Busy Line Verification/Emergency Line Interrupt (BLV/ELI) services, as provided to BellSouth customers.

4.3.2.5.4 Emergency call handling.

4.3.2.5.5 Notification of the length of call.

4.3.2.5.6 Caller assistance for the disabled in the same manner as provided to BellSouth Customers.

4.3.2.5.7 Handling of collect calls: person to person and/or station to station.

4.3.2.5.8 Handling of third party calls.

4.3.3 Busy Line Verification and Emergency Line Interrupt.

Where BellSouth does not route Operator Services traffic to Sprint's platform, BellSouth shall perfrom Busy Line Verification and Emergency Line Interrupt for Sprint on resold BellSouth lines. Where BellSouth routes Operator Services traffic to

Sprint's platform, BellSouth shall provide BLV/ELI services when requested by Sprint Operators. Sprint and BellSouth shall work together to ensure that sufficient facilities exist to support increased BLV/ELI volume due to Sprint's presence as a Local Service provider. Specifically, BellSouth will engineer its BLV/ELI facilities to accommodate the anticipated volume of BLV/ELI requests during the Busy Hour. Sprint may, from time to time, provide its anticipated volume of BLV/ELI requests to BellSouth for planning purposes. In those instances when the BLV/ELI facilities/systems cannot satisfy forecasted volumes, BellSouth shall promptly inform Sprint, and the Parties shall work together to resolve capacity problems expediently.

5. Maintenance of Services

5.1 Within 90 days of execution of this Agreement, Sprint and BellSouth will mutually develop standards regarding maintenance and installation of service and will document such standards in a Work Center Operational Understanding Agreement**.**

5.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

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

5.4 The Parties shall notify each other of situations that arise that may result in a service problem.

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

5.6 Sprint will contact the appropriate repair centers in accordance with procedures as mutually agreed by the Parties in the Work Center Operational Understanding Agreement.

5.7 For all repair requests, Sprint will utilize prescreening guidelines prior to referring the trouble to BellSouth.

5.8 BellSouth will bill Sprint for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services and will be assessed based on the same criteria BellSouth uses to charge its own retail customers.

5.9 BellSouth may contact Sprint end users only as expressly authorized by Sprint, for maintenance purposes.

6. Establishment of Service

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

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

6.3 When notification is received from Sprint that a current end user of BellSouth will subscribe to Sprint's service, standard service order intervals equivalent to the intervals employed by BellSouth in serving its own retail customers for the appropriate class of service will apply.

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

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

6.6 If BellSouth determines that an unauthorized change in local service to Sprint has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Sprint as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to Sprint. These charges can be adjusted if Sprint provides satisfactory proof of authorization.

7. Payment And Billing Arrangements

7.1 Payment and billing arrangements are subject to the provisions of Attachment 7 – Billing and Billing Accuracy Certification of this Agreement incorporated herein by this reference.

8. Discontinuance of Service

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

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

8.1.2 At the request of Sprint, BellSouth will disconnect a Sprint end user customer using the same time intervals that it uses for its own retail customers.

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

8.1.4 Sprint is solely responsible for notifying its end user of the proposed disconnection of the service.

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

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

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

8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Sprint of the rules and regulations of BellSouth's Tariffs, provided that Sprint receives reasonable notice of such suspension or termination and has had reasonable opportunity to remedy such violation or non-compliance.

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

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

8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Sprint's noncompliance continues, nothing

contained herein shall preclude BellSouth's right to discontinue the provision of the services to Sprint without further notice.

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

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

9. Line Information Database (LIDB)

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

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

10. Optional Daily Usage File (ODUF)

10.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in Attachment 7, Section 9 of this Agreement. Rates for ODUF are as set forth in Exhibit A of Attachment 7.

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

11. Enhanced Optional Daily Usage File (EODUF)

11.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in Attachment 7, Section 11 of this Agreement. Rates for EODUF are as set forth in Exhibit A of Attachment 7.

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

EXHIBIT A
Page 1

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Sprint for the purposes of resale to Sprint end users shall be available at the following discount off of the retail rate.

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

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

** In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

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

EXHIBIT A
Page 2

OPERATIONS SUPPORT SYSTEMS (OSS) RATES

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

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

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement incorporated herein by this reference.

Exhibit B
Page 1 of 2

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

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

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

Exhibit B
Page 2 of 2

Applicable Notes:

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

EXHIBIT C

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 Sprint and pursuant to which BellSouth, its LIDB customers and Sprint shall have access to such information. Sprint 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 Sprint, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

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

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third party 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 Sprint of fraud alerts so that Sprint may take action it deems appropriate. Sprint understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Sprint pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Sprint 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.

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

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

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

II. TERM

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

III. FEES FOR SERVICE AND TAXES

A. Sprint will not be charged a fee for storage services provided by BellSouth to Sprint, 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 Sprint. Sprint shall have the right to have BellSouth contest with the imposing jurisdiction, at Sprint's expense, any such taxes that Sprint deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless as provided in Section 9 of the General Terms and Conditions of this Agreement.

V. LIMITATION OF LIABILITY

The Parties will be governed by the Limitation of Liability provisions in the General Terms and Conditions of this Agreement.

VI. MISCELLANEOUS

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

G. The Parties agree that the interpretation of this Agreement with regard to matters relating to Confidentiality and Publicity, Survival, Force Majeure and Governing Law shall be as provided in the General Terms and Conditions of this Agreement.

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

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

I. GENERAL

This Addendum sets forth the terms and conditions for Sprint'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 Sprint, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

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

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

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

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

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

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

F. 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.

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

III. RESPONSIBILITIES OF PARTIES

A. BellSouth will include billing number information associated with resold exchange lines or Local Number Portability arrangements in its LIDB. Sprint will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

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

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

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

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

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

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

This Attachment 2 is subject to the General Terms and Conditions of this Agreement.

1. Introduction

1.1 The Parties will implement the requirements of the Third Report and Order, CC Docket No. 96-98, Released November 5, 1999 (UNE Remand) in accordance with the effective dates set forth therein and all subsequent FCC, Commission or court orders.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers non-discriminatory access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber and high frequency spectrum of the loop as set forth in this Attachment.

1.2 BellSouth shall, upon request of Sprint, and to the extent technically feasible, provide to Sprint access to its network elements for the provision of Sprint's telecommunications service. The quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Sprint shall be at least equal in quality to that which BellSouth provides to itself or its affiliates or such access as would offer an efficient carrier a meaningful opportunity to compete. If no rate is identified in the contract, the rate for the specific service or function will be as negotiated by the Parties.

1.3 Sprint may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Sprint chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. BellSouth shall deliver the network elements purchased by Sprint for combining to the designated Sprint collocation space or other technically feasible point of access for the type of UNE requested. The network elements shall be provided as set forth in this Attachment.

1.4 Except upon request by Sprint, BellSouth shall not separate, disconnect or disrupt the functionalities of requested network elements that BellSouth currently combines. QuickServ lines shall be considered Currently Combined for the purposes of this Agreement.

1.4.1 Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee

For the purposes of this Agreement in these states, the term Currently Combines means ordinarily combined within the BellSouth network, in the manner which they are typically combined. Thus, in these states, Sprint can order combinations of typically combined elements, even if the particular elements being ordered are not actually physically connected at the time the order is placed.

1.4.2 Alabama, Florida and North Carolina

For purposes of this Agreement in Alabama, Florida, and North Carolina, the term "Currently Combines" means that 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.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. BellSouth represents that BellSouth's technical publications referenced in this amendment conform with national standards (i.e. ANSI) where they exist, and shall be modified in the future to conform with new or modified national standards and final FCC Orders; provided, however, in instances where multiple conflicting national standards exist, BellSouth shall adopt the standard(s) most compatible with its network; provided, however, BellSouth will make Sprint aware of such conflict(s), and, if Sprint requests, fully document the conflict, and provide Sprint with the rational for adopting the particular standard including why it is most compatible with BellSouth's network.

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

1.7 Sprint will adopt and adhere to the appropriate ANSI standards regarding maintenance and installation of service.

2. Unbundled Loops

2.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in this Attachment.

2.2 Definition

2.2.1 The unbundled loop is the physical medium or functional path which Sprint is granted exclusive use, is a transmission path between the main distribution frame, or its equivalent, in a BellSouth Central Office, or remote wire center and up to the loop demarcation point at an end user customer premise, including customer premises wire owned by BellSouth. Each unbundled loop will be provisioned with a NID or other appropriate demarcation device. Loop types include, but are not limited to, dark fiber and other loop types as set forth in section 2.3 of this attachment.

2.2.2 With the exception of Digital Subscriber Line Access Multiplexers (DSLAMs), the loop includes attached electronics, including multiplexing equipment used to derive the loop transmission capacity.

2.2.3 In defining a loop, BellSouth is obliged to provide a loop capable of supporting a variety of services (e.g., a continuous copper facility, free of load coils with bridged taps conditioned for advanced services), when requested by Sprint. When such facilities are not available as a result of (a) a lack of BellSouth facilities; (b) the presence of incompatible intervening electronics; or (c) due to other constraints, including but not limited to the inadequate electrical characteristics of the loop, then BellSouth will provide the following options:

1. Special Construction process may be used to place new facilities as requested by Sprint,

2. Sprint may use BellSouth's Unbundled Loop Modifications (ULM) offering to condition the loop by removing intervening equipment and/or load coils,

3. Sprint may obtain access to the sub-loop component that serves the intended end user.

2.2.4 Unbundled Loop Modifications (ULM)

2.2.4.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by Sprint, whether or not BellSouth offers advanced services to the End User on that loop.

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

2.2.4.3 BellSouth shall recover the cost of line conditioning requested by Sprint through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of

the Act and in compliance with FCC Rule 52.507 (e). Until such time as charges for loop conditioning have been approved by the Commission, Sprint shall pay to BellSouth interim cost-based charges established by BellSouth, such charges to be subject to true up in accordance with Section 22.3 of this Attachment.

2.2.5 Loop Qualification

2.2.5.1 The pre-ordering function includes non-discriminatory access to the same detailed information about the loop that is available to BellSouth. Loop qualification information identifies the physical attributes of the loop plant (such as loop length, the presence of analog load coils and bridge taps, and the presence and type of Digital Loop Carrier) that enable carriers to determine whether the loop is capable of supporting xDSL and other advanced technologies.

2.2.5.2 As part of the loop qualification process, BellSouth will provide, to the extent such information exists, the following to Sprint:

2.2.5.2.1 the composition of the loop material, including, but not limited to fiber optics, copper;

2.2.5.2.2 the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups;

2.2.5.2.3 the loop length, including the length and location of each type of transmission media;

2.2.5.2.4 the wire gauge(s) of the loop; and

2.2.5.2.5 the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

2.2.6 Service Inquiry – Manual Loop Qualification

2.2.6.1 BellSouth's Service Inquiry (SI) process is a manual loop qualification process for use in connection with provisioning xDSL Digital Loops. The current SI process involves sending an SI form and the Local Service Request (LSR) to the Complex Resale Service Group (CRSG) which directs BellSouth to look for a specific xDSL loop type at a particular address. Once BellSouth determines whether or not facilities exist for that type of loop at the requested address, the response will be sent back to Sprint.

2.2.6.2 If the requested xDSL capable facilities are available, the LSR will be processed and the loop will be provisioned and the associated loop makeup data will be

provided. If the requested xDSL capable facilities are not available, Sprint will be notified promptly of the reasons such loop types are not available.

2.2.6.3 If that loop type can be made available through the removal of equipment and/or bridge tap, Sprint may use BellSouth's Unbundled Loop Modification (ULM) product to condition the loop to Sprint's specifications. BellSouth will only ensure electrical continuity and balance to tip and ring on circuits modified beyond the appropriate standards for that loop type.

2.2.6.4 Currently, the cost of the SI is included in the NRC for the loop itself. In the future, if BellSouth develops a separate charge for the SI, the NRC for the loop will be reduced by an equivalent amount.

2.2.6.5 BellSouth will use its best efforts to perform the SI Manual Loop Qualification Process within 3 to 5 business days.

2.2.7 Preordering Loop Makeup (LMU)

2.2.7.1 Description of Service

2.2.7.1.1 BellSouth shall make available to Sprint loop makeup (LMU) information so that Sprint can make an independent judgment about whether the loop is capable of supporting the advanced services equipment Sprint intends to install and the services Sprint wishes to provide. This section addresses LMU as a *preordering* transaction, distinct from Sprint 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.

2.2.7.1.2 BellSouth will provide Sprint 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; the wire gauge and electrical parameters.

2.2.7.1.3 BellSouth's LMU information is provided to Sprint 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.

2.2.7.1.4 Sprint 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. The determination shall be made solely by Sprint and BellSouth shallnot be liable in any way for the performance of the advanced data services provisioned over said loop. The specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop requested taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Sprint's ability to provide advanced data services over the ordered

loop type. Further, if Sprint orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Sprint is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.2.7.2 Submitting Loop Makeup Service Inquiries

2.2.7.2.1 Sprint may 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 loop information from the mechanized LMUSI process, if Sprint needs further loop information in order to determine loop service capability, Sprint may initiate a separate manual LMUSI for a separate nonrecurring charge as set forth in Section 7.

2.2.7.2.2 **Manual** LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry will be in accordance with the BellSouth Products and Services Interval Guide located on the BellSouth website or as may be ordered by a state commission. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.2.7.3 Loop Reservations

2.2.7.3.1 Sprint may reserve facilities for up to four (4) calendar days for each facility requested on a LMUSI from the time the LMU information is returned to Sprint. During and prior to Sprint placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Sprint 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.

2.2.7.3.2 For a Mechanized LMUSI, Sprint may reserve up to ten loop facilities. For a Manual MNUSI, Sprint may reserve up to three loop facilities.

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

2.2.7.4 Ordering of Other UNE Services

2.2.7.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Sprint will not be billed any additional LMU changes for the loop ordered on such LSR. If, however, Sprint does not reserve

facilities upon an initial LMUSI, Sprint's placement of an order for an advanced data service type facility shall be deemed placed for such a facility rate element that "includes manual service inquiry and reservation" per the rate matrix of this Attachment.

2.2.7.4.2 Where Sprint has reserved multiple loop facilities on a single reservation, Sprint may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Sprint, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by Sprint. If the ordered loop type is not available, Sprint may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

2.2.8 When available and upon Sprint's request, BellSouth shall provide Sprint electronic access to its UNE loop test system. BellSouth provides Sprint test access to designed and non-designed services through Electronic Communications Trouble Administration (ECTA).

2.2.9 Whether conditioned or unconditioned, all loops will be included in any service performance measurements, as set forth in Attachment 9 of this Agreement.

2.2.10 The provisioning and installation interval for an unbundled DSL capable loop where no conditioning is requested will be in accordance with the BellSouth Products and Services Interval Guide or the same interval that is provided to other CLECs or BellSouth affiliates whichever is shorter. The provisioning and installation intervals for conditioning of unbundled DSL capable loops up to 18,000 feet will be at parity with the BellSouth 's retail analog or affiliate interval and will be determined on an individual case basis. Conditioning of an unbundled DSL capable loop in excess of 18,000 feet will have an individual case basis determined provisioning and installation interval.

2.2.11 To the extent that the provisioning of an unbundled loop to Sprint will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space, these cross-connects are a separate element and are not considered a part of the loop.

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

"Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities where Sprint is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end user. OC will be provided as a standard item on SL2 voice grade loops and all Unbundled Digital Loops (UDLs). OC will be provided as a chargeable option on SL1 voice grade loops, and all Unbundled Copper Loops. Order coordination for

physical conversions will be scheduled by mutual agreement during normal working hours on the committed due date and at parity with that which BellSouth provides itself, BellSouth's own subscribers, to a BellSouth Affiliate or its subsidiaries, or to any other entity.

"Order Coordination – Time Specific" refers to service order coordination in which Sprint requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Sprint may specify a time between 8:00 a.m. and 5:00 p.m. (location time) Monday through Friday (excluding holidays). If Sprint specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Any such overtime charges will be at parity with that BellSouth provides to a BellSouth Affiliate or its subsidiaries, or to any other entity. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

	Order Coordination (OC)	**Order Coordination – Time Specific (OC-TS)**	**Test Points**	**DLR**	**Charge for Dispatch and Testing if No Trouble Found**
SL-1	Chargeable option	Chargeable Option*	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside & outside Central Office
SL-2	Included	Chargeable Option*	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option* (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable Option	Not available	Included	Included	Charged for Dispatch outside Central Office

*Order Coordination-Time Specific charge for orders due on same day at same location will be applied on a per LSR basis. For UVL-SL1, Sprint must order OC when requesting OC-TS.

Where facilities are available, BellSouth will install loops in accordance with the BellSouth Products and Services Interval Guide located on the BellSouth website or as may be ordered by a state commission. For orders of 14 or more loops, the

installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Sprint, expedite charges will apply for intervals less than 5 days. The charges outlined in BST's FCC # 1 Tariff, Section 5.1.1, will apply. If Sprint cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the methodology described in FCC #1 Tariff, Section 5.4 and applied to the TELRIC based non-recurring charges in this agreement.

If a Sprint order for a local loop is modified by Sprint or a Sprint end-user, Sprint will compensate BellSouth for costs incurred by BellSouth for provisioning or accommodating the modification of the local loop, unless such costs are already being recovered through approved rates. Upon implementation of such charges by BellSouth, Sprint may charge BellSouth order modification charges using the same rates and conditions as BellSouth utilizes for assessing such charges to Sprint.

2.2.12 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed and will not have test points. OC will be offered as a chargeable option on SLI loops when reuse of existing facilities has been requested by Sprint. Sprint may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops. If Sprint requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

SL2 loops shall have test points, will be designed with a Design Layout Record provided to Sprint, and will be provided with Order Coordination. The OC feature will allow Sprint to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours**.**

2.2.13 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR). BellSouth will maintain the UDL characteristics in a manner that ensures the loop is as it was

when it was provisioned. The parties shall use their best efforts to avoid service degradation caused by spectrum interference.

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

2.2.15 Upon successful completion of the cooperative test with BellSouth, Sprint will be responsible for testing and isolating troubles on the loops. Once Sprint has isolated a trouble to the BellSouth provided loop, Sprint will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

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

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

2.3 Technical Requirements

2.3.1 To the extent available within BellSouth's network at a particular location, BellSouth will offer unbundled loops capable of supporting telecommunications services as set forth in this section. If a requested unbundled loop type is not available, then Sprint can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet Sprint's request.

2.3.2 Sprint will have access to the following Unbundled Local Loop ("ULL") types unbundled from local switching and local transport in accordance with the terms and conditions set forth in this section. Using the appropriate collocation or other point of access methodologies, Sprint also shall have the right to place appropriate equipment, such as digital subscriber line access multiplexing equipment, at the fiber/copper interface point in BellSouth 's loop plant. Sprint will use its best efforts to minimize its equipment's interference with the BellSouth network and will work cooperatively to resolve any such occurrences.

2.3.2.1 "2-Wire Analog Voice Grade ULL" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat link start, link reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat

ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks and pay telephone lines.

2.3.2.2 "4- Wire Analog Voice Grade ULL" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.

2.3.2.3 "2-Wire ISDN Digital Grade ULL," "BRI ISDN" or IDSL which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to ANSI T1.601-1992 and conforms to Power Spectral Density Mask.

2.3.2.4 "2-Wire ADSL-Compatible ULL or ADSL-2W" is a 2-wire, non-loaded, twisted copper pair that meets revised resistance design or carrier serving area design guidelines. An ADSL-2W is a transmission path that may be suitable for the data rates of up to a 6 Mpbs digital signal downstream (toward the Customer) at a 6dB performance margin and up to a 640 Kbps digital signal upstream (away from the Customer) at a 6dB performance margin while simultaneously carrying an analog voice signal, although Sprint is not restricted to those bandwidth specifications in providing its services (nor does BellSouth guarantee such data rates), provided that Sprint complies with appropriate industry standards. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the BellSouth Central Office frame. The upstream and downstream ADSL power spectral density masks and dc line power limits referenced in BellSouth ANSI T1.413.1998 shall apply.

2.3.2.5 "2-Wire HDSL-Compatible ULL" consists of a single 2-wire, non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in TA-NWT-001210 shall apply.

2.3.2.6 " HDSL2-Compatible ULL" consists of a single 2-wire, non-loaded, twisted copper pair. BellSouth will provide a loop that meets Carrier Serving Area Guidelines, which are defined in T1 Technical Report # 28. To the extent that separate industry approved NC and NCI codes are designated for HDSL2 loops, BellSouth will modify its ordering procedures to accept those separate ordering codes.

2.3.2.7 "4-Wire HDSL-Compatible ULL or HDSL-4W" consists of two 2-wire, non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Bellcore TA-NWT-001210 shall apply.

2.3.2.8 "4-Wire DS-1-compatible ULL" (Digital Grade Loop) is a transmission path that supports the transmission of digital signals up to a maximum binary information rate of 1.544 Mbps and terminates in a 4-Wire electrical interface at the Customer premises and a Sprint Collocation node at a[BellSouth] central office. A DS-1 Digital Grade Loop is capable of operating in a full duplex, time division (digital) multiplexing mode. A DS-1 Digital Grade Loop provides transmission capacity equivalent to 24 voice grade channels with associated signaling, twenty-four 56 Kbps digital channels when in band signaling is provided or twenty-four 64 Kbps channels with the selection of the Clear Channel signaling option.

2.3.2.9 Other DSL Technologies: As the Industry accepts other power spectral density masks, BellSouth will allow additional types of DSL technologies and/or services such as SDSL and VDSL to be provided on unbundled network element(s) contained in this agreement. Then Sprint may order the unbundled element(s) as a result of this agreement and use the additional DSL technologies without re-negotiations or contract amendments.

2.3.2.10 Unbundled loops will be ordered by using the appropriate NC/NCI code. If Sprint requests a loop to be modified beyond the appropriate characteristics for that loop type then the newly modified loop will be ordered and inventoried as an unbundled copper loop (UCL).

2.3.3 Carrier Serving Area (CSA)

2.3.3.1 Carrier Serving Area (CSA) Loop Specifications - CSA design specifications were originally developed to support 56 Kbps Digital Data Service (DDS) delivery to customers served by Digital Loop Carrier (DLC) systems. A CSA loop is defined as a wire pair that meets CSA design guidelines whether it originates from a central office or from a remote terminal site.

2.3.3.2 CSA loops will be designed to meet the specifications as described in Telcordia SR2275, Issue 3, 12/97 (Section 7-Transmission).

2.3.3.3 Loops that comply with CSA specifications are intended to support DSL services such as HDSL, HDSL2, SDSL at a 768 Kbps symmetrical transmission rate, and ADSL at a 6 Mbps by 640 Kbps asymmetrical transmission rate. BellSouth does not guarantee that these loops will support these services or data rates.

2.3.3.4 CSA loops may be ordered from the BellSouth using a Telcordia standard Network Channel (NC) code of LXC.

2.3.4 Revised Resistance Design (RRD)

2.3.4.1 Revised Resistance Design (RRD) Loop Specification - Revised Resistance Design specifications are described in Telcordia, SR2275, Issue 3, 12/97 (Section 7-Transmission.

2.3.4.2 Loops that comply with RRD design specifications are intended to support SDSL up to a 384 Kbps symmetrical transmission rate and ADSL up to a 1.5 Mbps by 384 asymmetrical transmission rate. BellSouth does not guarantee that these loops will support these services or data rates.

2.3.4.3 RRD loops may be ordered from BellSouth using a Telcordia standard Network Channel (NC) code of LXR. BellSouth will provide an unbundled digital loop that is ADSL compatible that meets RRD using LXR.

2.3.5 Unbundled Copper Loops (UCL) – Short and Long. UCLs will be offered in two versions. The short UCL will be non-loaded copper loop of up to 18kf and has Resistance Design criteria for resistance and bridge tap. The long UCL would be any copper loop that is longer than 18kf where the load coils have been removed through the ULM process. Unbundled Copper Loops may be ordered from BellSouth using a Telcordia standard Network Channel Code of LX-N (for short copper loops) and LX-- (for long copper loops), or other Telcordia standard NC code as may be adopted in the future.

2.3.6 Sprint will pre-qualify the loops based on the above specifications. If, after receiving the Sprint order, BellSouth determines based on records, that the loop does not meet the specifications, BellSouth will notify Sprint of its findings and will work cooperatively with Sprint, to resolve any issues or discuss alternatives.

2.3.7 The loop will support the transmission, signaling, performance and interface requirements of the services described in Section 2.3.2 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Sprint will be consistent with industry standards. To the extent there are no applicable industry standards, BellSouth's TR73600 will apply.

2.3.8 In some instances, Sprint will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Sprint can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Sprint will determine the type of service that will be provided over the loop. Sprint will utilize BellSouth's ULM process to request these changes. The rates for ULM are included in Exhibit C.

2.3.9 The loop shall be provided to Sprint in accordance with the following Technical References:

BellSouth's TR73600, Unbundled Local Loop Technical Specification

2.3.9.1 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

2.3.9.2 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

2.3.9.3 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.

2.3.9.4 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

3. Integrated Digital Loop Carriers

3.1 When Sprint requests an unbundled Loop currently served by BellSouth's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology in which there is no access to a contiguous loop, BellSouth will, where available, move the requested unbundled Loop to a vacant cable pair, universal digital loop carrier, or other non-integrated DLC transmission equipment for the purpose of unbundling the Loop at no additional charge to Sprint. If, however, no vacant unbundled Loop is available, BellSouth will within twenty-four (24) hours, of Sprint's request, notify Sprint of the lack of available facilities. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Sprint will then have the option of paying the one time SC rates to place the loop facilities or Sprint may chose some other method of providing service to the end user (e.g., Resale, private facilities, etc.).

4. Network Interface Device

4.1 <u>Definition</u>

4.1.1 The Network Interface Device (NID) Network Element is defined as a cross-connect device used to connect loop facilities to inside wiring including all features, functions, and capabilities required to terminate a single line or circuit at the end user customer's premises. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

4.2 <u>Technical Requirements</u>

4.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.

4.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.

4.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.

4.2.4 The NID shall be capable of withstanding all normal local environmental variations.

4.2.5 Where practicable, the NID shall be physically accessible to Sprint designated personnel. In cases where entrance to the end user's premises is required to give access to the NID, the Parties shall work cooperatively to obtain entrance permission directly from the end user.

4.2.6 Upon Sprint's request, BellSouth will provide at the customer's premise a properly terminated drop at the Network Interface Device (NID) or demarcation. In an attempt to avoid additional truck rolls behind a service order, Sprint will provide a toll free number for use by BellSouth field technicians. When this method of order completion is used, the Sprint Operations center will immediately test the loop condition, and accept or reject the loop based on the test results. BellSouth will also provide to Sprint at an additional cost, as set forth in FCC #1 tariff section 13.2.6.c, cooperative testing to test any network element provided by BellSouth and to test the overall functionality of network elements that are connected to one another or to equipment or facilities provided or leased by Sprint, to the extent BellSouth has the ability to perform such tests. The cooperative testing provided for in this paragraph is exclusive of any maintenance service and related testing that BellSouth is required to provide for unbundled network elements under this Agreement.

4.3 Interface Requirements

4.3.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:

4.3.1.1 Telcordia (formerly BellCore) Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

4.3.1.2 Telcordia (formerly BellCore) Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

4.3.1.3 Telcordia (formerly BellCore) Technical Requirement TR-NWT-00239 “Indoor Telephone Network Interfaces”;

4.3.1.4 Telcordia (formerly BellCore) Technical Requirement TR-NWT-000937 “Generic Requirements for Outdoor and Indoor Building Entrance”

5. Loop Termination

5.1 As part of the loop ordering process, Sprint will provide central office termination information. This information will be in the form of a Sprint tie cable name and pair number.

5.2 When continuity is established from the Sprint tie cable pair, through any intermediate field cross connect points, and is properly terminated at the NID, BellSouth will inform Sprint of order completion.

6. Unbundled Loop Concentration (ULC) System

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

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

7. Sub-loop Elements

7.1 Where facilities are in place and available, BellSouth shall, pursuant to 47 CFR § 51.319 (a) (2), offer access to its Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. If no facilities exist, Sprint may utilize BellSouth’s special construction process to request the placement of such facilities.

7.2 Unbundled Sub-Loop (USL)

7.2.1 Definition

7.2.1.1 Subloops

The Subloop is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire (owned by BellSouth). An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. These would include a technically feasible point near the customer premises, such as the pole or pedestal, the network interface device (NID), or the minimum point of entry to the customer premises. Another point of access would be the feeder distribution interface (FDI). The FDI might be located in the utility room in a multi-dwelling unit, in a remote terminal, or in a controlled environment vault (CEV). A third point of access is the main distribution frame in BellSouth's central office.

7.2.1.2 The Unbundled Sub-Loop will be copper twisted pair. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is technically feasible to place the required facilities where Sprint has requested access to Unbundled Sub-Loops. If existing cross-connect capacity within the cross-box is sufficient to meet Sprint's demand, then BellSouth will perform the set-up work as described in the next section 7.2.1.3. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 7.2.1.3) to accommodate Sprint's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. Sprint will then have the option of paying the one-time SC charge to modify the facilities to meet Sprint's request.

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

7.2.2 Requirements for All Unbundled Sub-Loops

7.2.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In these scenarios, Sprint would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal or cross-box. This cable would be connected, by a BST technician, to a cross-connect panel within the BellSouth RT/cross-box. Sprint's cable pairs can then be connected to BST's USL within the BST cross-box by the BST technician.

7.2.3 Interface Requirements

7.2.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

7.2.3.2 Telcordia (formerly BellCore) TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1,1994;

7.3 Unbundled Sub-Loop Concentration System (USLC)

7.3.1 Where facilities are in place and available, BellSouth will provide Sprint with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Sprint's collocation space. TR-008 and TR303 interface standards are available. If no facilities exist, Sprint may utilize BellSouth's special construction process to request the placement of such facilities.

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

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

7.4 Unbundled Network Terminating Wire (UNTW)

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

7.4.2 Definition

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

7.4.3 Requirements

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

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

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

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

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

7.4.4 Technical Requirements

7.4.4.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a single point of interconnection (SPOI) designed for CLEC access to BellSouth's NTW.

The SPOI will be installed either near BellSouth's garden terminal or wiring closet. Sprint will be required to place a cross-box, terminal or other similar device and deliver a cable to this SPOI. Sprint will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

8. High Frequency Spectrum Network Element

8.1 General

8.1.1 BellSouth shall provide Sprint access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") Modification at the rates set forth in Exhibit C. BellSouth shall provide Sprint with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

8.1.2 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 Sprint the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, Asymmetrical Digital Subscriber Line ("ADSL"), Rate Adaptive Digital Subscriber Line ("RADSL"), and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Sprint shall only use xDSL technology that is within the Power Spectral Density ("PSD") mask parameters set forth in T1.413 or other applicable industry standards. Sprint shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

8.1.3 The following loop requirements are necessary for Sprint 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, Digital Added Main Lines ("DAMLs"), or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth will provide Sprint access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2.4 of this Attachment 2. BellSouth shall bill and Sprint shall pay the rates for such services, as described in Exhibit C.

8.1.3.1 The interim costs for conditioning are subject to true up as provided in Section 22.3 of this Attachment 2. BellSouth will condition loops to enable Sprint to

provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. If Sprint requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Sprint shall pay for the loop to be restored to its original state.

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

8.1.5 Sprint shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.

8.2 Provisioning of High Frequency Spectrum and Splitter Space

8.2.1 BellSouth will provide Sprint with access to the High Frequency Spectrum as follows:

8.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of Sprint'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.

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

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

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

8.2.1.5 Sprint Owned Splitters

8.2.1.5.1 Upon completion of the conditions set forth below, BellSouth (i) shall provide Sprint with the option of purchasing, installing and maintaining central office POTS splitters in its collocation arrangements, and (ii) shall enable Sprint to obtain access to, and provide digital subscriber line services to Sprint's customers via High Frequency Spectrum Network Elements that utilize such splitters.

8.2.1.5.2 Consistent with this splitter option, the Parties agree to meet collaboratively as often as necessary to resolve the following operational issues within 60 days of execution of this agreement:

8.2.1.5.2.1 Maintenance & Repair procedures must be established for locating and resolving voice troubles found to be in Sprint's equipment or wiring.

8.2.1.5.2.2 Procedures will be developed for BellSouth's testing of voice circuits that enter Sprint's collocation arrangement.

8.2.1.5.2.3 COSMOS must be modified to be able to accept two Cable Facility Assignment ("CFA") pair assignments from Sprint when Sprint orders High Frequency Spectrum. In order for this modification of COSMOS to be completed as quickly as possible, the Parties agree as follows:

8.2.1.5.2.3.1 Sprint shall identify for BellSouth the cable pairs in specific central offices that Sprint intends to use for line sharing; and

8.2.1.5.2.3.2 BellSouth agrees to complete modifications to COSMOS for these cable pairs within 45 days.

8.2.1.5.2.3.3 If it is not technically feasible for BellSouth to complete these modifications within 45 days, BellSouth will use its best efforts to develop a work-around solution that will enable Sprint to provide its services using High Frequency Spectrum and Sprint's splitters within 60 days. In the event such a work-around must be developed, BellSouth agrees to work collaboratively with Sprint to develop said work-around and the Parties shall use their best efforts to develop a work-around that enables BellSouth to access records for maintenance and repair purposes.

8.2.1.5.3 In the event Sprint desires to place a splitter in its physical collocation space, and such placement does not require additional cabling, cable racking, or space, BellSouth will not require an application to modify existing collocation space pursuant to Attachment 4 of the Agreement. A splitter, for purposes of this Agreement, is a passive device requiring no power and emitting no heat. Sprint shall provide BellSouth ten (10) calendar days advance written notice of its intent to place a splitter in its collocation space. Such notice shall include the following: (1) the date Sprint anticipates commencing the work; and (2) the estimated date of completion. Prior to installation of the splitter, Sprint or its certified vendor will provide a Method of Procedure for each affected collocation space. In the event the equipment installed by Sprint does not comply with Section 8.2.1.5.4 below, or with applicable provisions of Attachment 4 of the Agreement, BellSouth, upon delivery of written notice to Sprint, may require Sprint to remedy such non-compliance. Such remedy may include removal of the equipment installed if such removal is necessary to comply with Attachment 4 of the Agreement. BellSouth shall permit Sprint a reasonable amount of time to remedy such noncompliance unless such noncompliance is of a character that poses an immediate and substantial threat of damage to property, injury or death to any person.

8.2.1.5.4 Any splitters installed by Sprint in its collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. BellSouth shall also permit Sprint to install any splitters in its collocation arrangement that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

8.2.1.6 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 Sprint desires to continue providing xDSL service on such loop, Sprint shall be required to purchase the full stand-alone loop unbundled network element. However, if the end user terminates service with BellSouth because it is changing voice service to a voice providing CLEC, Sprint shall only be permitted to continue to use the loop if there is another loop physically available to the voice providing CLEC. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Sprint desires to continue providing xDSL service on such loop, Sprint shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give Sprint notice in a reasonable time prior to disconnect, which notice shall give Sprint an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the mode of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and Sprint purchases the full stand-alone loop, Sprint may elect the type of loop it will purchase. Sprint will pay the appropriate recurring and non-recurring rates for such loop as set for in this Agreement. In the event Sprint purchases a voice grade loop, Sprint acknowledges that such loop may not remain xDSL compatible.

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

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

8.3.1 To order High Frequency Spectrum on a particular loop, Sprint must have a Digital Subscriber Line Access Multiplexer ("DSLAM") collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with Sprint to create a concurrent process that allows Sprint to order splitters in central offices where Sprint is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of Sprint's collocation provisioning interval. While that process is being developed, Sprint may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install these splitters within the interval provided in Section 8.2.1.1.

8.3.2 For splitters owned by BellSouth, BellSouth will devise a splitter order form that allows Sprint to order splitter ports in increments of 24 or 96 ports.

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

8.3.3 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free LSR. Once BellSouth implements electronic OSS 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 forty-eight (48) hours. BellSouth will provide Sprint with access to the High Frequency Spectrum as follows:

8.3.3.1 For 1-5 lines at the same address within three (3) business days from the receipt of Sprint's FOC; 6-10 lines at same address within 5 business days from the receipt of Sprint's FOC; and more than 10 lines at the same address is to be negotiated. BellSouth and Sprint will re-evaluate these intervals.

8.3.4 BellSouth will provide to Sprint BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering.

8.3.5 BellSouth will provide Sprint access to the Preordering Loop Makeup (LMU), in accordance with Section 2.2.7 of this Attachment. BellSouth shall bill and Sprint shall pay the rates for such services, as described in Exhibit C of this Attachment.

8.4 Maintenance and Repair

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

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

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

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

8.4.5 In the event Sprint'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 Sprint and allow twenty-four (24) hours to cure the trouble. If Sprint fails to resolve the trouble, BellSouth may discontinue Sprint's access to the High Frequency Spectrum on such loop.

8.5 Pricing

8.5.1 BellSouth and Sprint agree to negotiated, interim rates for the High Frequency Spectrum as shown in Exhibit C. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum,

BellSouth will provide cost studies for that state for the High Frequency Spectrum upon Sprint's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

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

9. Switching

9.1 BellSouth shall provide non-discriminatory access to local circuit switching capability on an unbundled basis, except as set forth below in Section 9.4 to Sprint for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Sprint for the provision of a telecommunications service only in the limited circumstance described below in Section 12.3.

9.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on Sprint 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.

9.3 Local Circuit Switching Capability, including Tandem Switching Capability

9.3.1 Definition

9.3.1.1 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, lines 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.

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

9.4 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Sprint when Sprint 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.

9.5 Rates.

9.5.1 In Florida the rate charged will be as follows:

In the event that Sprint orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office where BellSouth has provided non-discriminatory cost-based access to the Enhanced Extended Link (EEL) through-out a Density Zone 1 MSA as determined by NECA Tariff No. 4 as in effect on January 1, 1999, BellSouth shall charge Sprint the market based rate in Exhibit C for use of the local circuit switching functionality for the affected facilities.

9.5.2 In Georgia, Louisiana, North Carolina, South Carolina and Tennessee the rate charged will be as follows:

In the event that Sprint orders local circuit switching for a single end user account name with four (4) or more two (2) wire voice-grade loops from a BellSouth central office where BellSouth has provided non-discriminatory cost-based access to the Enhanced Extended Link (EEL) through-out a Density Zone 1 MSA as determined by NECA Tariff No. 4 as in effect on January 1, 1999, BellSouth shall charge Sprint the non-UNE based rate in Exhibit C for use of the local circuit switching functionality for the affected facilities.

9.6 A featureless port is one that has a line port, switching functionality, 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 Sprint. Any features that a switch is capable of providing and are technically feasible but have not yet been activated can be requested through the BFR process.

9.7 BellSouth will provide to Sprint purchasing BellSouth switching and/or reselling BellSouth exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Sprint customers may use the same dialing arrangements as BellSouth customers, but obtain a Sprint branded service.

9.8 Technical Requirements

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

9.8.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).

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

9.8.1.3 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 Sprint will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

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

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

9.8.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 102, 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

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

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

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

9.8.1.10 Special Services provided by BellSouth will include the following:

9.8.1.10.1 Telephone Service Prioritization;

9.8.1.10.2 Related services for handicapped;

9.8.1.10.3 Soft dial tone where required by law; and

9.8.1.10.4 Any other service required by law.

9.8.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP(GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

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

9.8.1.13 BellSouth shall provide data regarding a customer line, traffic characteristics or other measurable elements to Sprint, upon a reasonable request from Sprint. Sprint will pay BellSouth for all reasonable and demonstrative costs incurred to provide such data through the Bona Fide Request/New Business Request process.

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

9.8.1.14.1 Basic and primary rate ISDN;

9.8.1.14.2 Residential features;

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

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

9.8.1.14.5 Advanced intelligent network triggers supporting Sprint and BellSouth service applications.

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

9.8.1.14.5.1 Off-Hook Immediate

9.8.1.14.5.2 Off-Hook Delay

9.8.1.14.5.3 Termination Attempt

9.8.1.14.5.4 6/10 Public Office Dialing Plan

9.8.1.14.5.5 Feature Code Dialing

9.8.1.14.5.6 Customer Dialing Plan

9.8.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Sprint:

9.8.1.14.6.1 Private EAMF Trunk

9.8.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)

9.8.1.14.6.3 N11

9.8.1.14.6.4 Automatic Route Selection

9.8.1.15 Where capacity exists, BellSouth shall assign each Sprint customer line the class of service designated by Sprint (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Sprint customers to Sprint directory assistance operators at Sprint's option. If capacity is not available on a particular switch, Sprint may request that additional capacity be added through the BFR process.

9.8.1.16 Where capacity exists, BellSouth shall assign each Sprint customer line the class of services designated by Sprint (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Sprint customers to Sprint operators at Sprint's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an Sprint Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged. If capacity is not available on a particular switch, Sprint may request that additional capacity be added through the BFR process.

9.8.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:

9.8.1.17.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

9.8.1.17.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

9.8.1.17.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

9.8.1.17.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.

9.8.2 Interface Requirements

9.8.2.1 BellSouth shall provide the following interfaces to loops:

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

9.8.2.3 Coin phone signaling;

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

9.8.2.5 Two-wire analog interface to PBX;

9.8.2.5.1 Four-wire analog interface to PBX;

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

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

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

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

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

9.8.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by Sprint;

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

9.8.2.13 Interface to Sprint directory assistance services through the Sprint switched network or to Directory Assistance Services through the appropriate trunk

interconnections for the system; and 950 access or other Sprint required access to interexchange carriers as requested through appropriate trunk interfaces.

10. Transport

BellSouth agrees to offer access to transport including Common (Shared) Transport, Dedicated Transport and Tandem Switching pursuant to following terms and conditions and at the rates set forth in this Attachment.

10.1 Definition of Common (Shared) Transport

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

10.2 Technical Requirements of Common (Shared) Transport

10.2.1 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 and at the same facility level that BellSouth transports for itself.

10.2.2 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 and at the same facility level that BellSouth transports for itself.

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

10.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

10.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

10.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

10.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

10.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

10.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

10.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

10.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

10.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

10.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

10.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

10.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

10.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

10.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

10.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

10.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

10.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

10.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

10.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

10.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

10.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

10.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

10.2.4.22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

10.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

10.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

10.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);

10.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;

10.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and lnterface Combinations, Issue 1 February 1991;

10.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

10.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

10.3 Dedicated Transport

10.3.1 Definition

10.3.1.1 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.

10.3.1.2 BellSouth shall offer Dedicated Transport as a circuit, or facility (e.g., dark fiber), including but not limited to OC3 – OC96, dedicated to Sprint.

10.3.1.3 When Dedicated Transport is provided as a system it shall include:

10.3.1.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

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

10.3.2 Unbundled Local Channel

10.3.2.1 The Unbundled Local Channel is the dedicated transmission path between Sprint's Point of Presence and the BellSouth Serving Wire Center.

10.3.2.2 BellSouth currently offers Unbundled Local Channels for switched traffic. Rates for these elements are listed in this Attachment. For those states for which there are no rates in this Attachment for switched Local Channels (e.g., DS1 and DS3), 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. For services that are not available through the Switched Access Tariff, the Bona Fide Request/New Business Request process would apply.

10.3.2.3 BellSouth currently offers Unbundled Local Channels for non-switched traffic at DS1, DS3, OC3, OC12 and OC48 levels at rates as set forth in Exhibit C to this Attachment.

10.3.3 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

10.3.3.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS0, DS1,DS3) shall be dedicated to Sprint designated traffic.

10.3.3.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET

Ring facilities are not available in every application, they are typically available in the major metropolitan areas.

10.3.3.3 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.

10.3.3.4 Where applicable, for DS3 circuits, 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.

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

10.3.3.5.1 DS0 Equivalent;

10.3.3.5.2 DS1 (Extended SuperFrame - ESF and D4 channel bank shall be provided);

10.3.3.5.3 DS3 where applicable (M13 multiplexer shall be provided);

10.3.3.5.4 OC3, OC12, OC48, OC96, and OC192 and such capacity as may evolve over time.

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

10.3.3.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by Sprint.

10.3.4 National Technical References:

10.3.4.1 ANSI T1.101-1994 American National Standard for Telecommunications – *Synchronization Interface for Digital Networks*

10.3.4.2 ANSI T1.105-1995 American National Standard for Telecommunications – *Synchroous Optical Network (SONET) – Basic Description including Multiplex Structure, Rates, and Formats*

10.3.4.3 ANSI T1.105.01-1995 American National Standard for Telecommunications – *Synchroous Optical Network (SONET) – Automatic Protection Switching*

10.3.4.4 ANSI T1.105.02-1995 American National Standard for Telecommunications – *Synchroous Optical Network (SONET) – Payload Mappings*

10.3.4.5 ANSI T1.105.03-1994 American National Standard for Telecommunications – *Synchroous Optical Network (SONET) – Jitter at Network Interfaces*

10.3.4.6 ANSI T1.105.03a-1995 American National Standard for Telecommunications – *Synchroous Optical Network (SONET) – Jitter at Network Interfaces – DS1 Supplement*

10.3.4.7 ANSI T1.107-1995 American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications*

10.3.4.8 ANSI T1.403-1995 American National Standard for Telecommunications – *Network-to-Customer Installation – DS1 Metallic Interface*

10.3.4.9 ANSI T1.404-1994 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification*

10.3.4.10 ANSI T1.404a-1996 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification (supplement)*

10.3.4.11 IEC 825-1 Safety of Laser Products, Part 1: Equipment classification, requirements and user's guide, First Edition, 1999-11

10.3.4.12 IEC 825-2 Safety of Laser Products, Part 2: Safety of optical fiber communication systems, First Edition, 1993-09

10.3.4.13 ANSI T1.102-1993 American National Standard for Telecommunications – *Digital Hierarchy – Electrical Interfaces*

10.3.4.14 ANSI T1.107-1995 American National Standard for Telecommunications – *Digital Hierarchy – Format Specifications*

10.3.5 Telcordia (formerly Bellcore) Technical Documents

10.3.5.1 GR-20-CORE Generic Requirements for Optical Fiber and Optical Fiber Cables, Issue 1, December, 1994

10.3.5.2 GR-253-CORE Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, Issue 1, December, 1994

10.3.5.3 GR-342-CORE High-Capacity Digital Special Access Service Transmission Parameter Limits and Interface Combination, Issue 1, December, 1995

10.3.5.4 GR-436-CORE Digital Network Synchronization Plan, Issue 1, June, 1994

10.3.5.4.1 GR-1365-CORE SONET Private Line Service Interface Generic Criteria for End Users, Issue 1, December, 1994

10.3.5.4.2 Telcordia (formerly Bellcore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

10.3.5.4.3 Telcordia (formerly Bellcore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

10.3.5.4.4 Telcordia (formerly Bellcore) TR-NWT-000507, Transmission, Section 7, Issue 5 (Telcordia (formerly Bellcore), December 1993). (A module of LSSGR, FR-NWT-000064);

10.3.5.4.5 Telcordia (formerly Bellcore) GR-342-CORE, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, December 1995;

10.3.5.4.6 Telcordia (formerly Bellcore) ST-TEC-000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1, May 1989;

10.3.5.4.7 Telcordia (formerly Bellcore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook, Volume 1: Principles, Third Edition, Issue 1, August 1987;

10.3.6 BellSouth Technical References

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

10.3.6.2 TR 73501 LightGate® Service Interface and Performace Specifications, Issue D, June 1995

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

11. Tandem Switching

11.1 Definition

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

11.2 Technical Requirements

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

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

11.4.2.1.2 Tandem Switching will provide screening as jointly agreed to by Sprint and BellSouth;

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

11.4.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Sprint;

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

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

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

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

11.4.2.3 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).

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

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

11.4.2.6 Upon a reasonable request from Sprint, 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 Sprint.

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

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

11.4.2.9 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 switching network shall be mutually agreed to by Sprint and BellSouth.

11.4.2.10 Tandem Switching shall process originating toll-free traffic received from Sprint local switch.

11.4.2.11 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.

11.4.3 Interface Requirements

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

11.4.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers, such as Independent Telephone Companies and Wireless Carriers, with which BellSouth interconnects.

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

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

11.4.3.5 Tandem Switching shall provide an alternate final routing pattern for Sprint traffic overflowing from direct end office high usage trunk groups.

11.4.4 Tandem Switching shall meet or exceed (i.e., be more favorable to Sprint) each of the requirements for Tandem Switching set forth in the following technical references:

11.4.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

11.4.4.2 GR-905-CORE covering CCSNIS;

11.4.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection

12. Packet Switching

12.1 Definition

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

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

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

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

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

12.2 Technical Requirements

12.2.1 Packet Switching includes the necessary electronics, features, functions and capabilities sufficient for transmission, routing or other provision of telecommunications services.

12.3 BellSouth shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

12.3.1 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);

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

12.3.3 BellSouth has not permitted Sprint to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Sprint has been permitted to obtain a virtual

collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319 (b); and,

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

12.4 BellSouth will determine whether packet switching will be available as a UNE on a remote terminal by remote terminal basis.

12.5 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 14 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

13. Enhanced Extended Link (EEL)

13.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or where BellSouth otherwise agrees to do so, BellSouth shall offer access to the Enhanced Extended Link ("EEL") as described in Section 13.3 below.

13.2 Definition

13.2.1 Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee

For the purposes of this Agreement in these states, the term Currently Combines means ordinarily combined within the BellSouth network, in the manner which they are typically combined. Thus, in these states, Sprint can order combinations of typically combined elements, even if the particular elements being ordered are not actually physically connected at the time the order is placed.

13.2.2 Alabama, Florida and North Carolina

For purposes of this Agreement in Alabama, Florida, and North Carolina, the term "Currently Combines" means that 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.

13.2.3 BellSouth will provide access to the Enhanced Extended Link ("EEL") in the combinations set forth in Section 13.3 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC and then connected to Sprint's serving wire center. The circuit must be connected to Sprint's switch for the purpose of provisioning telephone exchange service to Sprint's end-user customers. This can be done either in the collocation space at

the SWC, or by using BellSouth's access facilities between Sprint's POP and Sprint's collocation space at the SWC.

13.2.4 BellSouth shall provide combinations of loops and transport to Sprint in Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee in accordance with the Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee definitions of Currently Combined. Combinations of network elements that BellSouth ordinarily combines in its network shall be made available to Sprint in Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee in accordance with Section 13.3 below. In all other states, BellSouth shall: (1) make available to Sprint those EEL combinations and transport described in Section 13.3 below only to the extent such combinations of loop and transport network elements are Currently Combined; and, (2) BellSouth will make available to Sprint new combinations of loops and transport network elements in density Zone 1, as defined in 47 C.F.R. § 69.123 as of January 1, 1999, in the Miami, Orlando, Fort Lauderdale, Charlotte – Gastonia – Rock Hill, New Orleans, Greensboro – Winston Salem – High Point and Nashville MSAs.

13.2.5 Additionally, there may be instances wherein Sprint will require multiplexing functionality. BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs when the customer utilizes special access interoffice facilities. Multiplexing will be provided pursuant to the interconnection agreement when unbundled network elements are used for interoffice transport.

13.3 EEL Combinations

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

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

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

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

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

13.3.6 DS1 Interoffice Channel + DS1 Local Loop

13.3.7 DS3 Interoffice Channel + DS3 Local Loop

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

13.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

13.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

13.3.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

13.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

13.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

13.3.15 Other technically feasible EEL combinations as determined through the BFR process or as otherwise made available to other CLECs.

13.4 EELs shall be used in a manner consistent with the effective orders, rules and regulations of the FCC.

13.5 Special Access Service Conversions

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

13.5.1.1 Sprint certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Sprint'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, Sprint is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Sprint 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

13.5.1.2 Sprint 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 Sprint'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

13.5.1.3 Sprint 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 these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Sprint 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.

13.5.2 In addition, there may be extraordinary circumstances where Sprint is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 13.6.1. In such case, Sprint 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, the requested conversion shall be completed without delay. The Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

13.5.3 BellSouth may at its sole discretion conduct limited audits of Sprint's records only to the extent reasonably necessary to determine Sprint's compliance with the local usage options. At BellSouth's sole expense, the audit shall be conducted by a third party independent auditor, and Sprint shall be given thirty days written notice of scheduled audit. At the same time that BellSouth provides notice of an audit to Sprint, BellSouth will send a copy of the notice to the FCC. 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. If, based on its audits, BellSouth concludes that Sprint 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 reimbursement.

13.6 Rates

13.6.1 <u>Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee</u>

13.6.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in Section 13.3, whether Currently Combined or new, are as set

forth in Exhibit A of this Amendment.

13.6.1.2 On an interim basis, for combinations of loop and transport network facilities not set forth in Section 13.3, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review and approval of BellSouth's cost studies.

13.6.1.3 To the extent that Sprint seeks to obtain other combinations of unbundled network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Sprint, can purchase such UNE combinations at the sum of the stand-alone prices of the UNEs which make up the combination. If Sprint is dissatisfied with using the sum of the stand-alone rates, Sprint is free to pursue the Bona Fide Request/New Business Request (NBR) process set forth in the Agreement to seek a different rate.

13.6.2 Alabama, Florida and North Carolina

13.6.2.1 Subject to Section 13.2.2 and 13.2.3 preceding, for Alabama, Florida and North Carolina, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 13.3 and other Currently Combined loop and transport 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.

13.6.2.2 For new EELs, where allowed by this agreement, the rates shall be the sum of the individual network element non-recurring and recurring rates.

14. Port/Loop Combinations

14.1 At Sprint's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 14.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 14.1.1 and 14.1.2 below.

14.1.1 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.

14.1.2 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 C.F.R. § 69.123 as of January 1, 1999, in the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte – Gastonia – Rock Hill, New Orleans, Greensboro – Winston Salem – High Point and Nashville MSAs to Sprint if Sprint's customer has 4 or more DS0 equivalent lines.

14.2 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:

14.2.1 BellSouth shall provide to Sprint 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 14.1.1 and 14.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.

14.2.2 Except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 14.1.1 and 14.1.2, BellSouth shall provide to Sprint combinations of port and loop network elements that are not Currently Combined. The rate for such combinations shall be negotiated by the Parties.

14.2.3 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 14.1.1 and 14.1.2, BellSouth shall provide to Sprint combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined combinations are the non-UNE based rates as set forth in Exhibit C. The rates for not Currently Combined combinations shall be negotiated by the Parties.

14.3 Combination Offerings

14.3.1 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.

14.3.2 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.

14.3.3 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, 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.

14.3.4 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.

14.3.5 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.

14.3.6 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.

14.3.7 2-wire voice grade Coin 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.

14.3.8 Other technically feasible port/loop combinations as determined through the BFR process or as otherwise made available to other CLECs.

15. Operator Systems

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in this Attachment.

15.1 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.

15.2 Operator Service

15.2.1 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.

15.2.2 Requirements

15.2.2.1 When Sprint requests BellSouth to provide Operator Services, the following requirements apply:

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

15.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

15.2.2.1.3 BellSouth shall complete calls that are billed to Sprint end user's calling card that can be validated by BellSouth.

15.2.2.1.4 BellSouth shall complete person-to-person calls.

15.2.2.1.5 BellSouth shall complete collect calls.

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

15.2.2.1.7 BellSouth shall complete station-to-station calls.

15.2.2.1.8 BellSouth shall process emergency calls.

15.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

15.2.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.

15.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

15.2.2.2 BellSouth shall adhere to equal access requirements**,** providing Sprint local end users the same IXC access as provided to BellSouth end users.

15.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Sprint that BellSouth provides for its own operator service.

15.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

15.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Sprint.

15.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to Sprint in accordance with CLECODUF standards specified in Attachment 7.

15.2.3 Interface Requirements

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Sprint, 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.

15.3 Directory Assistance Service

15.3.1 Definition

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

15.3.2 Requirements

15.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Sprint'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, Sprint may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

15.3.2.2 Directory Assistance Service Updates

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

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

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

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

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

15.4 Branding for Operator Call Processing and Directory Assistance

15.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to Sprint 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 Sprint to have its calls custom branded with Sprint's name. Rates for Custom Branding, Operator Call Process and Directory Assistance are as negotiated by the parties.

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

15.4.2.1 Service Level 1 - BellSouth Branding

15.4.2.2 Service Level 2 - Unbranded

15.4.2.3 Service Level 3 - Custom Branding

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

15.4.3 For Resellers and Use with an Unbundled Port

15.4.3.1 BellSouth Branding is the Default Service Level.

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

15.4.3.3 Customer Branding and Self Branding require Sprint to order dedicated trunking from each BellSouth end office identified by Sprint, to either the BellSouth Traffic Operator Position System (TOPS) or Sprint Operator Service Provider.

15.4.3.3.1 Kentucky

In Kentucky, the rates for trunks are set forth in this Agreement.

15.4.3.3.2 Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina and Tennessee

In Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina and Tennessee, the rates for trunks are set forth in applicable BellSouth tariffs.

15.4.3.3.3 Louisiana

In Louisiana, the Parties acknowledge that the rates for such dedicated trunking are in dispute. Upon resolution of the dispute through arbitration or through mutual agreement of the Parties, this section will be updated by way of an amendment to reflect such resolution. In the interim in Louisiana, the rates for trunks are set forth in applicable BellSouth tariffs and will be subject to true up back to the date of execution of this agreement upon effective Commission order

15.4.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Sprint to the BellSouth TOPS. These calls are routed to "No Announcement."

15.4.4 For Facilities Based Carriers

15.4.4.1 All Service Levels require Sprint to order dedicated trunking from Sprint's service node point of interface to the BellSouth TOPS Switches.

15.4.4.1.1 Kentucky

In Kentucky, the rates for trunks are set forth in this Agreement.

15.4.4.1.2 Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina and Tennessee

In Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina and Tennessee, the rates for trunks are set forth in applicable BellSouth tariffs.

15.4.4.1.3 Louisiana

In Louisiana, the Parties acknowledge that the rates for such dedicated trunking are in dispute. Upon resolution of the dispute through arbitration or through mutual agreement of the Parties, this section will be updated by way of an amendment to reflect such resolution. In the interim in Louisiana, the rates for trunks are set forth in applicable BellSouth tariffs and will be subject to true up back to the date of execution of this agreement upon effective Commission order

15.4.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and NAV equipment for which Sprint requires service. At Sprint's option, Sprint will provide a recording of Sprint's sparkle tone to be used in conjunction with BellSouth's recording of the branding announcement.

Directory Assistance customized branding uses:

- the recording of the name;
- the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

Operator Call Processing customized branding uses:

- the recording of the name;
- the front-end loading of the DRAM in the TOPS Switch;
- the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

15.4.4.3 BellSouth will provide to Sprint 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. Sprint end users may use the same dialing arrangements as BellSouth end users, but obtain a Sprint branded service.

15.5 Directory Assistance Database Service (DADS)

15.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to Sprint 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)). Sprint agrees that Directory Assistance Database Service (DADS) will not be used for

any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Sprint agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Sprint authorizes the inclusion of Sprint Subscriber listings in the BellSouth Directory Assistance products.

15.5.2 BellSouth shall provide Sprint initially with a base file of subscriber listings which reflect all listing change activity occurring since Sprint's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Sprint and BellSouth. Sprint agrees to assume the costs associated with CONNECT:Direct™ connectivity or other transmission methodology as mutually agreed by the Parties, which will vary depending upon volume and mileage.

15.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. Preparation of the Base File includes activities such as establishing the customer ID, billing information and customer profile. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to Sprint on a Business, Residence, or combined Business and Residence basis. Sprint agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Sprint receives the Base File.

15.5.4 BellSouth is authorized to include Sprint Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of Sprint Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to Sprint.

15.5.5 Rates for DADS are as set forth in this Attachment.

15.6 Direct Access to Directory Assistance Service

15.6.1 Sprint's election to subscribe to Direct Access to Directory Assistance Service (DADAS) will provide Sprint's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Sprint to utilize its own switch, operator workstations and optional audio subsystems.

15.6.2 BellSouth will provide DADAS from its DA location. Sprint will access the DADAS system via a telephone company provided point of availability. Sprint has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

15.6.3 A specified interface to each Sprint subsystem will be provided by BellSouth. Interconnection between Sprint system and a specified BellSouth location will be pursuant to the use of Sprint owned or Sprint leased facilities and shall be appropriately sized based upon the volume of queries being generated by Sprint.

15.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:

15.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification

15.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification

15.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification

15.6.5 Rates for DADAS are as set forth in this Attachment.

16. Signaling

BellSouth shall 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 at Sprint's request 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.

16.1 Definition of Signaling Link Transport

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.

16.2 Technical Requirements

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

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

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

16.2.2.2 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)).

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

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

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

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

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

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

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

16.2.5.1 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

16.2.5.2 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).

16.3 Interface Requirements

16.3.1 There shall be a DS1 (1.544 Mbps) interface at the Sprint-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

17. Signaling Transfer Points (STPs)

17.1 Definition - Signaling Transfer Points (STPs) are packet switches that provide CCS message routing and transport. They are stored programmed switches that use information contained in the message, in conjunction with information stored in memory, to route the message to the appropriate destination signalling point.

17.2 Technical Requirements

17.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

17.2.1.1 BellSouth Local Switching or Tandem Switching;

17.2.1.2 BellSouth Service Control Points/DataBases;

17.2.1.3 Third-party local or tandem switching;

17.2.1.4 Third-party-provided STPs.

17.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When 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.

17.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Sprint local switch and third party local switch, 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 Sprint 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.

17.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:

17.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,

17.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and

17.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.

17.2.5 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 Sprint 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 Sprint database, then Sprint agrees to provide BellSouth with the Destination Point Code for the Sprint database.

17.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

17.2.6.1 MTP Routing Verification Test (MRVT) and

17.2.6.2 SCCP Routing Verification Test (SRVT).

17.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an Sprint 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 Sprint and BellSouth.

17.2.8 STPs shall be on parity with BellSouth.

17.2.9 SS7 Advanced Intelligent Network (AIN) Access

17.2.9.1 When technically feasible and upon request by Sprint, 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 Sprint SS7 network to exchange TCAP queries and responses with an Sprint SCP.

17.2.9.2 SS7 AIN Access shall provide Sprint SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Sprint 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 Sprint SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

17.3 Interface Requirements

17.3.1 BellSouth shall provide the following STPs options to connect Sprint or Sprint-designated local switching systems or STPs to BellSouth SS7 network:

17.3.1.1 An A-link interface from Sprint local switching systems; and,

17.3.1.2 A B-link interface from Sprint local STPs.

17.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

17.3.3 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 Sprint local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Sprint will work jointly to establish mutually acceptable SPOIs.

17.3.4 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 Sprint will work jointly to establish mutually acceptable SPOIs.

17.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

17.3.5.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

17.3.5.2 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

17.3.6 Message Screening

17.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Sprint local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Sprint switching system has a legitimate signaling relation.

17.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Sprint local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Sprint switching system has a legitimate signaling relation.

17.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Sprint from any signaling point or network interconnected through BellSouth's SS7 network where the Sprint SCP has a legitimate signaling relation.

17.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

17.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

17.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

17.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

17.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

17.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

17.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

17.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

17.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

18. Service Control Points/DataBases

18.1 Definition

18.1.1 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.

18.1.2 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.

18.2 Technical Requirements for SCPs/Databases

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 Sprint in accordance with the following requirements.

18.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

18.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

18.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

18.2.4 Database Availability

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

18.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Sprint customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

18.3 Local Number Portability Database

18.3.1 Definition

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.

18.4 Line Information Database (LIDB)

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

18.4.1 Definition

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 CCS network and other CCS networks. LIDB also interfaces to administrative systems.

18.4.2 Technical Requirements

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

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

18.4.2.2 Within five calendar days after a request by Sprint, BellSouth shall provide Sprint with a list of the customer data items which Sprint 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.

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

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

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

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

18.4.2.7 BellSouth shall provide priority updates to LIDB for Sprint data upon Sprint'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.

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

18.4.2.9 BellSouth shall perform backup and recovery of all of Sprint'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.

18.4.2.10 BellSouth shall provide Sprint 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 Sprint and BellSouth.

18.4.2.11 BellSouth shall prevent any access to or use of Sprint 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 Sprint in writing.

18.4.2.12 BellSouth shall provide Sprint 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 Sprint at least at parity with BellSouth Customer Data. BellSouth shall obtain from Sprint the screening information associated with LIDB Data Screening of Sprint 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 Sprint under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .

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

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

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

18.4.3 Interface Requirements

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

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

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

18.4.3.3 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.

18.5 Toll Free Number Database

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

18.5.1 Technical Requirements

18.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for Sprint to query with a toll-free number and originating information.

18.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

18.5.1.3 The SCP shall also provide, at Sprint'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:

18.5.1.3.1 Network Management;

18.5.1.3.2 Customer Sample Collection; and

18.5.1.3.3 Service Maintenance

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

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:

18.6.1 Technical Requirements

18.6.1.1 BellSouth shall offer Sprint a data link to the ALI/DMS database or permit Sprint to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Sprint immediately after Sprint inputs information into the ALI/DMS database. Alternately, Sprint may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

18.6.1.2 The ALI/DMS database shall contain the following end user information:

18.6.1.2.1 Name;

18.6.1.2.2 Address;

18.6.1.2.3 Telephone number; and

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

18.6.1.3 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 Sprint requests otherwise and shall be updated if Sprint requests, provided Sprint supplies BellSouth with the updates.

18.6.1.4 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.

18.6.1.5 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.

18.6.2 Interface Requirements

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

18.7 Directory Assistance Database

BellSouth shall make its directory assistance database available to Sprint in order to allow Sprint to provide its end users with the same directory assistance telecommunications services BellSouth provides to BellSouth end users. BellSouth shall provide Sprint with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by Sprint and BellSouth of end user address and number changes. Directory Assistance Services must provide both the ported and Sprint telephone numbers to the extent available in BellSouth's database assigned to a end user. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

18.8 Calling Name (CNAM) Database Service.

The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. Sprint must provide to its account manager a written request with a requested activation date to activate this service. If Sprint is interested in requesting CNAM with volume and term pricing, Sprint must contact its account manager to request a separate CNAM volume and term Agreement.

18.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

18.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 3 (Telcordia (formerly BellCore), December 1998);

18.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), Issue 1. (Telcordia (formerly BellCore), March 1994);

18.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 2, (Telcordia (formerly BellCore), March 1997);

18.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 2 (Telcordia (formerly BellCore), March 1997) (Replaces TR-NWT-001149);

18.9.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue 3, Rev. 2 (Telcordia (formerly BellCore), March 1997);

18.9.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service, Issue 2 (Telcordia (formerly BellCore), May 1995); and

18.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 3, (Telcordia (formerly BellCore), December 1997).

18.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.

18.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Sprint the capability that will allow Sprint and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

18.10.2 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 Sprint. Scheduling procedures shall provide Sprint equivalent priority to these resources.

18.10.3 BellSouth SCP shall partition and protect Sprint service logic and data from unauthorized access, execution or other types of compromise.

18.10.4 When Sprint selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Sprint 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.

18.10.5 When Sprint selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Sprint access will be provided via remote data connection (e.g., dial-in, ISDN).

18.10.6 When Sprint selects SCE/SMS AIN Access, BellSouth shall allow Sprint 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).

19. Dark Fiber

BellSouth agrees to provide access to Dark Fiber at the rates set forth in this Attachment. The Parties agree that Dark Fiber will be used in the provisioning of local exchange and exchange access service.

19.1.1 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

19.2 Requirements

19.2.1 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 unless BellSouth can demonstrate to a state commission that it adversely affects BellSouth's ability to provide service as a "carrier of last resort". BellSouth shall offer all Dark Fiber to Sprint pursuant to the prices set forth in this Attachment.

19.2.2 Sprint may test the quality of the Dark Fiber to confirm its usability and performance specifications.

19.2.3 BellSouth shall use its best efforts to provide to Sprint 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 Sprint ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

19.2.4 BellSouth shall use its best efforts to make Dark Fiber available to Sprint within 10 business days after it receives written confirmation from Sprint that the Dark Fiber previously deemed available by BellSouth is wanted for use by Sprint. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Sprint to connect or splice Sprint provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

20. SS7 Network Interconnection

20.1.1 Definition

SS7 Network Interconnection is the interconnection of Sprint local Signaling Transfer Point Switches (STP) and Sprint 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), Sprint local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

20.1.2 Technical Requirements

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

20.1.2.1.1 BellSouth local or tandem switching systems;

20.1.2.1.2 BellSouth DBs; and

20.1.2.1.3 Other third-party local or tandem switching systems.

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

If traffic is routed based on dialed or translated digits between an Sprint 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 Sprint local STPs and BellSouth or other third-party local switch.

20.1.2.3 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).

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

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

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

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

20.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management

procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an Sprint local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Sprint local STPs, and shall not include SCCP Subsystem Management of the destination.

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

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

20.1.2.8 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.

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

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

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

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

20.1.3 Interface Requirements

20.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Sprint or Sprint-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

20.1.3.1.1 A-link interface from Sprint local or tandem switching systems; and

20.1.3.1.2 B-link interface from Sprint STPs.

20.1.3.2 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 Sprint local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Sprint will work jointly to establish mutually acceptable SPOI.

20.1.3.3 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 Sprint will work jointly to establish mutually acceptable SPOI.

20.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

20.1.3.4.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP), Issue 2, Rev. 2, December 1998;

20.1.3.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service, Issue 2, May 1998;

20.1.3.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services, Issue 1, August 1994; and

20.1.3.4.4 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), Issue 1, March 1994.

20.1.3.5 BellSouth shall set message screening parameters to accept messages from Sprint local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Sprint switching system has a legitimate signaling relation.

20.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

20.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

20.1.4.2 ANSI T1.111-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

20.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

20.1.4.4 ANSI T1.112-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

20.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

20.1.4.6 ANSI T1.114-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

20.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

20.1.4.8 ANSI T1.116-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP), also ANSI T1.116A-1998;

20.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

20.1.4.10 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP), Issue 2, Rev, 2, December 1998;

20.1.4.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service, Issue 2, March 1997;

20.1.4.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service, Issue 2, May 1995;

20.1.4.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services, Issue 1, August 1994; and,

20.1.4.14 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), Issue 1, 1994.

21. Basic 911 and E911

If Sprint orders network elements and other services, then Sprint 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.

21.1 Definition

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).

21.2 Requirements

21.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Sprint 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. Sprint 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. Sprint will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Sprint will be required to discontinue the Basic 911 procedures and being using E911 procedures.

21.2.2 E911 Service Provisioning. For E911 service, Sprint will be required to install a minimum of two dedicated trunks originating from the Sprint 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. Sprint will be required to provide BellSouth daily updates to the E911 database. Sprint 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, Sprint 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. Sprint 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.

21.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Sprint beyond applicable charges for BellSouth trunking arrangements.

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

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 Sprint to follow in providing 911/E911 services.

22. Rates

22.1. General

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

22.2. Operational Support Systems (OSS)

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

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

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement.

22.3 **True-up**

This section applies only to rates that are interim or expressly subject to true-up as marked by an I in Exhibit C of this Attachment.

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

1. 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 an effective order of the Commission. 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 14 of the General Terms and Conditions.

2. The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within ninety (90) days, 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 14 of the General Terms and Conditions 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.

3. An 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 Sprint 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 BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST 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 Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST 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 BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further

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

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

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

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

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

II. TERM

This Agreement will be effective as of _____, 199__, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

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

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

IV. INDEMNIFICATION

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

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

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

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

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

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

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

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

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BST"), and _____("Local Exchange Company"), effective the _____ day of _____, 199 ___.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST 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 the Local Exchange Company 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 the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

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

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

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

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 BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

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

D. BST is authorized to use the billing number information provided by the Local Exchange Company 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 the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

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

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. **COMPLIANCE**

Unless expressly authorized in writing by the Local Exchange Company, 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

1.00 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 Sprint 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.

2.00 ATTACHMENT

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

2.02 Sprint 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 Sprint's access to BellSouth's CNAM Database Services and shall be addressed to Sprint's Account Manager.

3.00 PHYSICAL CONNECTION AND COMPENSATION

3.01 BellSouth's provision of CNAM Database Services to Sprint requires interconnection from Sprint Sprintto 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.

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

3.03 If Sprint 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 Sprint desires to query.

3.04 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.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

4.01 The mechanism to be used by Sprint for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Sprint in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Sprint to provide accurate information to BellSouth on a current basis.

4.02 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.

4.03 Sprint 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.

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS																	
	NOTE: (1) Electronic Service Order: CLEC-1 should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC-1 may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC-1 may elect the regional electronic service ordering charge.																
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
		Manual Service Order Charge, Disconnect Only (MS)				SOMAN		1.97									
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.03	37.92	17.55	23.48	5.25		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.87	37.92	17.55	23.48	5.25		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	25.68	37.92	17.55	23.48	5.25		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4		4	UEANL	UEAL2	43.85	37.92	17.55	23.48	5.25		19.99				
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.36									
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.97									
		Engineering Information Document (EI)			UEANL			13.51	13.51								
		Manual Order Coordination for UVL-SL1s (per loop)*			UEANL	UEAMC		50.29	50.29								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL		45.27	45.27								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.01	36.53	16.16	22.66	4.42		19.99				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	11.51	36.53	16.16	22.66	4.42		19.99				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	11.57	36.53	16.16	22.66	4.42		19.99				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 4	I	4	UEQ	UEQ2X	13.10	36.53	16.16	22.66	4.42		19.99				
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		45.27	45.27								
		Engineering Information Document			UEQ			13.51	13.51								
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.36									
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.97									
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1	I	1	UEPSR UEPSB	UEALS	12.03	37.92	17.55	23.48	5.25		19.99				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1	I		UEPSR UEPSB	UEABS	12.03	37.92	17.55	23.48	5.25		19.99				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2	I	2	UEPSR UEPSB	UEALS,	16.87	37.92	17.55	23.48	5.25		19.99				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2	I		UEPSR UEPSB	UEABS	16.87	37.92	17.55	23.48	5.25		19.99				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3	I	3	UEPSR UEPSB	UEALS,	25.68	37.92	17.55	23.48	5.25		19.99				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3	I		UEPSR UEPSB	UEABS	25.68	37.92	17.55	23.48	5.25		19.99				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4	I	4	UEPSR UEPSB	UEALS,	43.85	37.92	17.55	23.48	5.25		19.99				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4	I		UEPSR UEPSB	UEABS	43.85	37.92	17.55	23.48	5.25		19.99				
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge without outside dispatch (UVL-SL1)			UEANL	UREWO		37.92	17.55				19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	13.89	105.96	68.28	52.82	10.37		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	18.75	105.96	68.28	52.82	10.37		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	27.55	105.96	68.28	52.82	10.37		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4		4	UEA	UEAL2	45.72	105.96	68.28	52.82	10.37		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.19									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	13.89	105.96	68.28	52.82	10.37		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	18.75	105.96	68.28	52.82	10.37		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	27.55	105.96	68.28	52.82	10.37		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	UEA	UEAR2	45.72	105.96	68.28	52.82	10.37		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.19									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		105.96	38.21				19.99				
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	27.47	132.27	94.59	60.68	14.64		19.99				
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.26	132.27	94.59	60.68	14.64		19.99				
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64		19.99				
		4-Wire Analog Voice Grade Loop - Zone 4		4	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.19									
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.01	117.61	79.92	52.82	10.37		19.99				
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.59	117.61	79.92	52.82	10.37		19.99				
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.34	117.61	79.92	52.82	10.37		19.99				
		2-Wire ISDN Digital Grade Loop - Zone 4		4	UDN	U1L2X	59.18	117.61	79.92	52.82	10.37		19.99				
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		18.19									
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		117.61	33.03				19.99				
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	21.01	117.61	79.92	52.82	10.37		19.99				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	27.59	117.61	79.92	52.82	10.37		19.99				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	37.34	117.61	79.92	52.82	10.37		19.99				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 4		4	UDC	UDC2X	59.18	117.61	79.92	52.82	10.37		19.99				
		CLEC to CLEC Conversion Charge without outside dispatch *			UDC	UREWO		117.61	33.03				19.99				
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.11	121.27	70.81	50.38	7.93		19.99				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.47	121.27	70.81	50.38	7.93		19.99				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	11.74	121.27	70.81	50.38	7.93		19.99				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 4		4	UAL	UAL2X	12.69	121.27	70.81	50.38	7.93		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.19									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	11.11	96.15	58.03	50.38	7.93		19.99				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.47	96.15	58.03	50.38	7.93		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	11.74	96.15	58.03	50.38	7.93		19.99				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 4		4	UAL	UAL2W	12.69	96.15	58.03	50.38	7.93		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.19									
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		96.15	29.28				19.99				
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	129.98	79.52	50.38	7.93		19.99				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.22	129.98	79.52	50.38	7.93		19.99				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9.87	129.98	79.52	50.38	7.93		19.99				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2X	10.46	129.98	79.52	50.38	7.93		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.19									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	104.86	66.74	50.38	7.93		19.99				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.22	104.86	66.74	50.38	7.93		19.99				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.87	104.86	66.74	50.38	7.93		19.99				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	10.46	104.86	66.74	50.38	7.93		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.19									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		104.86	29.28				19.99				
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.78	158.74	108.28	56.72	10.68		19.99				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	13.43	158.74	108.28	56.72	10.68		19.99				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.59	158.74	108.28	56.72	10.68		19.99				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	14.46	158.74	108.28	56.72	10.68		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.19									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.78	133.62	95.50	56.72	10.68		19.99				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	13.43	133.62	95.50	56.72	10.68		19.99				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.59	133.62	95.50	56.72	10.68		19.99				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	14.46	133.62	95.50	56.72	10.68		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.19									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		104.86	29.28				19.99				
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.08	253.93	158.45	46.10	12.07		19.99				
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	129.38	253.93	158.45	46.10	12.07		19.99				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	206.74	253.93	158.45	46.10	12.07		19.99				
		4-Wire DS1 Digital Loop - Zone 4		4	USL	USLXX	458.46	253.93	158.45	46.10	12.07		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		18.19									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.03	39.98				19.99				
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.44	126.53	88.85	60.68	14.64		19.99				
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	34.55	126.53	88.85	60.68	14.64		19.99				
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	40.76	126.53	88.85	60.68	14.64		19.99				
		4 Wire Unbundled Digital 19.2 Kbps		4	UDL	UDL19	32.25	126.53	88.85	60.68	14.64		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.44	126.53	88.85	60.68	14.64		19.99				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	34.55	126.53	88.85	60.68	14.64		19.99				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	40.76	126.53	88.85	60.68	14.64		19.99				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	UDL	UDL56	32.25	126.53	88.85	60.68	14.64		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.19									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.44	126.53	88.85	60.68	14.64		19.99				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	34.55	126.53	88.85	60.68	14.64		19.99				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	40.76	126.53	88.85	60.68	14.64		19.99				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	UDL	UDL64	32.25	126.53	88.85	60.68	14.64		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.19									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		126.53	38.62				19.99				
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.11	120.34	69.87	50.38	7.93		19.99				
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.47	120.34	69.87	50.38	7.93		19.99				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	11.74	120.34	69.87	50.38	7.93		19.99				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 4		4	UCL	UCLPB	12.69	120.34	69.87	50.38	7.93		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.11	95.21	57.09	50.38	7.93		19.99				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.47	95.21	57.09	50.38	7.93		19.99				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	11.74	95.21	57.09	50.38	7.93		19.99				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 4		4	UCL	UCLPW	12.69	95.21	57.09	50.38	7.93		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	29.29	120.34	69.87	50.38	7.93		19.99				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	43.46	120.34	69.87	50.38	7.93		19.99				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	64.44	120.34	69.87	50.38	7.93		19.99				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 4		4	UCL	UCL2L	87.60	120.34	69.87	50.38	7.93		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	29.29	95.21	57.09	50.38	7.93		19.99				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	43.46	95.21	57.09	50.38	7.93		19.99				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	64.44	95.21	57.09	50.38	7.93		19.99				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 4		4	UCL	UCL2W	87.60	95.21	57.09	50.38	7.93		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		95.21	31.36				19.99				
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-ND)			UEQ	UREWO		36.53	16.16				19.99				
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.30	144.68	94.22	56.72	10.68		19.99				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18.84	144.68	94.22	56.72	10.68		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68		19.99				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.30	119.56	81.44	56.72	10.68		19.99				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18.84	119.56	81.44	56.72	10.68		19.99				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68		19.99				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	54.72	144.68	94.22	56.72	10.68		19.99				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	97.47	144.68	94.22	56.72	10.68		19.99				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	106.06	144.68	94.22	56.72	10.68		19.99				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 4		4	UCL	UCL4L	106.06	144.68	94.22	56.72	10.68		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	54.72	119.56	81.44	56.72	10.68		19.99				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	97.47	119.56	81.44	56.72	10.68		19.99				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	106.06	119.56	81.44	56.72	10.68		19.99				
		4-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4O	106.06	119.56	81.44	56.72	10.68		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		95.21	31.36				19.99				
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS	ULM2L		32.57	32.57								
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS	ULM2G		171.49	171.49								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		32.57	32.57								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		171.49	171.49								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF, ULS	ULMBT		32.59	32.59								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		259.69					19.99				
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		22.77					19.99				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		178.47					19.99				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		56.39					19.99				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN2	7.15	66.18	31.14	45.36	6.71		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN2	9.51	66.18	31.14	45.36	6.71		19.99				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	I	3	UEANL	USBN2	12.45	66.18	31.14	45.36	6.71		19.99				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN2	18.26	66.18	31.14	45.36	6.71		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.27	45.27								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	79.49	44.45	51.27	9.35		19.99				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	13.92	79.49	44.45	51.27	9.35		19.99				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35		19.99				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.27	45.27				19.99				
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.29	53.32	18.28	45.36	6.71		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.27	45.27								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	4.40	59.60	24.55	51.27	9.35		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.27	45.27								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	6.06	66.18	31.14	45.36	6.71		19.99				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.09	66.18	31.14	45.36	6.71		19.99				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	8.16	66.18	31.14	45.36	6.71		19.99				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 4		4	UEF	UCS2X	9.90	66.18	31.14	45.36	6.71		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		45.27	45.27								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	5.10	79.49	44.45	51.27	9.35		19.99				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	9.11	79.49	44.45	51.27	9.35		19.99				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35		19.99				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 4		4	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		45.27	45.27								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.80	5.13				19.99				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.80	5.13				19.99				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		279.81	6.15				19.99				
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.34	30.55					19.99				
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.84	28.90				19.99				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		65.30	50.36				19.99				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.94	5.94				19.99				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.94	5.94				19.99				
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		259.69					19.99				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		22.77	22.77				19.99				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		534.46	11.30				19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	7.98	93.23	56.50	54.45	13.51		19.99				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	10.39	93.23	56.50	54.45	13.51		19.99				
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	16.11	93.23	56.50	54.45	13.51		19.99				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start Loop, Voice Grade - Zone 4		4	UEA	USBFA	28.37	93.23	56.50	54.45	13.51		19.99				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		18.19									
		Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	7.98	93.23	56.50	54.45	13.51		19.99				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	10.39	93.23	56.50	54.45	13.51		19.99				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	16.11	93.23	56.50	54.45	13.51		19.99				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 4		4	UEA	USBFB	28.37	93.23	56.50	54.45	13.51		19.99				
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		18.19									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	7.98	93.23	56.50	54.45	13.51		19.99				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	10.39	93.23	56.50	54.45	13.51		19.99				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	16.11	93.23	56.50	54.45	13.51		19.99				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 4		4	UEA	USBFC	28.37	93.23	56.50	54.45	13.51		19.99				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		18.19									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.69	107.71	70.03	63.68	17.64		19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	26.06	107.71	70.03	63.68	17.64		19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	34.77	107.71	70.03	63.68	17.64		19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 4		4	UEA	USBFD	34.77	107.71	70.03	63.68	17.64		19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.19									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.69	107.71	70.03	63.68	17.64		19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	26.06	107.71	70.03	63.68	17.64		19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	34.77	107.71	70.03	63.68	17.64		19.99				
		Sub-Loop Feeder - Per 4-Wire Analog Voice Grade Loop-Start Loop - Zone 4		4	UEA	USBFE	34.77	107.71	70.03	63.68	17.64		19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.19									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	14.60	106.46	68.78	55.58	131.13		19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	18.78	106.46	68.78	55.58	131.13		19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	25.47	106.46	68.78	55.58	131.13		19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 4		4	UDN	USBFF	41.41	106.46	68.78	55.58	131.13		19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		18.19									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	14.60	106.46	68.78	55.58	131.13		19.99				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	18.78	106.46	68.78	55.58	131.13		19.99				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	25.47	106.46	68.78	55.58	131.13		19.99				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		4	UDC	USBFS	41.41	106.46	68.78	55.58	131.13		19.99				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	55.19	101.97	64.29	63.68	17.64		19.99				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	100.03	101.97	64.29	63.68	17.64		19.99				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	183.66	101.97	64.29	63.68	17.64		19.99				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 4		4	USL	USBFG	430.04	101.97	64.29	63.68	17.64		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		18.19									
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	5.88	84.27	46.59	53.14	10.70		19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	5.21	84.27	46.59	53.14	10.70		19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	4.40	84.27	46.59	53.14	10.70		19.99				
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 4		4	UCL	USBFH	3.63	84.27	46.59	53.14	10.70		19.99				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.19									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	13.49	101.58	63.90	59.71	13.67		19.99				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	10.96	101.58	63.90	59.71	13.67		19.99				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	8.59	101.58	63.90	59.71	13.67		19.99				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 4		4	UCL	USBFJ	8.59	101.58	63.90	59.71	13.67		19.99				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.19									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	22.89	101.97	64.29	63.68	17.64		19.99				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	25.11	101.97	64.29	63.68	17.64		19.99				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	30.84	101.97	64.29	63.68	17.64		19.99				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		4	UDL	USBFN	41.05	101.97	64.29	63.68	17.64		19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	22.89	101.97	64.29	63.68	17.64		19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	25.11	101.97	64.29	63.68	17.64		19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	30.84	101.97	64.29	63.68	17.64		19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 4		4	UDL	USBFO	41.05	101.97	64.29	63.68	17.64		19.99				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		18.19									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	22.89	101.97	64.29	63.68	17.64		19.99				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	25.11	101.97	64.29	63.68	17.64		19.99				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	30.84	101.97	64.29	63.68	17.64		19.99				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 4		4	UDL	USBFP	41.05	101.97	64.29	63.68	17.64		19.99				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		18.19									
SUB-LOOPS																	
	Sub-Loop Feeder																
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	363..67	327.30	327.30				19.99				
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	47.56	136.37	136.37				19.99				
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	397.35	327.30	327.30				19.99				
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	80.15	136.37	136.37				19.99				
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	4.52	63.65	46.34	17.31	4.85		19.99				
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	7.17	10.60	10.54	5.56	5.53		19.99				
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	7.17	10.60	10.54	5.56	5.53		19.99				
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	1.80	10.60	10.54	5.56	5.53		19.99				
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	10.66	10.60	10.54	5.56	5.53		19.99				
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	6.36	10.60	10.54	5.56	5.53		19.99				
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	31.07	10.60	10.54	5.56	5.53		19.99				
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	9.42	10.60	10.54	5.56	5.53		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	9.42	10.60	10.54	5.56	5.53		19.99				
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	9.42	10.60	10.54	5.56	5.53		19.99				
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: 4 month minimum billing period																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	11.20										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	326.15	454.13	265.47	123.23	86.19		19.99				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	11.20										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	338.55	454.13	265.47	123.23	86.19		19.99				
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.12	24.12								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.58	25.58								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0.6652	0.6652								
HIGH FREQUENCY SPECTRUM																	
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity	I		ULS	ULSDA	186.67	189.89	0.00	178.41	0.00		0.00				
		Line Sharing Splitter, per System 24 Line Capacity	I		ULS	ULSDB	46.67	189.89	0.00	178.41	0.00		0.00				
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	15.55	189.89	0.00	178.41	0.00		0.00				
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation	I		ULS	ULSDC	0.61	18.62	10.66	10.04	4.93		19.99				
		Line Sharing - per Subsequent Activity per Line Rearrangement	I		ULS	ULSDS		16.48	8.24				19.99				
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.639	18.62	10.66	10.04	4.93						
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.637	18.62	10.66	10.04	4.93						
UNBUNDLED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0098										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	22.52	40.77	27.57	17.26	7.11		19.99				
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0098										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	22.52	40.77	27.57	17.26	7.11		19.99				
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0098										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	19.79	40.77	27.57	17.26	7.11		19.99				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0098										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	15.68	40.77	27.57	17.26	7.11		19.99				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0098										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	15.68	40.77	27.57	17.26	7.11		19.99				
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.201										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			U1TD1	U1TF1	57.33	89.79	82.28	16.86	14.90		19.99				
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.76										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	641.90	280.37	163.70	62.08	60.29		19.99				
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1																
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.76										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	644.21	280.37	163.70	62.08	60.29		19.99				
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULDVX	ULDV2	14.91	194.22	33.36	37.79	3.30		19.99				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULDVX	ULDR2	14.91	194.22	33.36	37.79	3.30		19.99				
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNDVX	ULDV4	15.99	194.66	33.80	38.27	3.78		19.99				
		Local Channel - Dedicated - DS1 per month - Zone 1		1	ULDD1	ULDF1	36.83	178.50	154.61	22.89	15.74		19.99				
		Local Channel - Dedicated - DS1 per month - Zone 2		2	ULDD1	ULDF1	35.99	178.50	154.61	22.89	15.74		19.99				
		Local Channel - Dedicated - DS1 per month - Zone 3		3	ULDD1	ULDF1	221.63	178.50	154.61	22.89	15.74		19.99				
		Local Channel - Dedicated - DS1 per month - Zone 4		4	ULDD1	ULDF1	221.63	178.50	154.61	22.89	15.74						
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	9.66										
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	413.87	454.13	265.47	123.23	86.19		19.99				
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	9.66										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	408.02	454.13	265.47	123.23	86.19		19.99				
UNBUNDLED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - OC3																
		Interoffice Channel - Dedicated Transport - OC3 - Per Mile per month			U1T03	1L5XX	$5.39										
		Interoffice Channel - Dedicated Transport - OC3 - 2 fiber Facility Termination pe			U1T03	U1T3F	$1,782.96	$437.19	$156.88	$62.08	$60.29		19.99				
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - OC12																
		Interoffice Channel - Dedicated Transport - OC12 - Per Mile per month			U1T12	1L5XX	$13.60										
		Interoffice Channel - Dedicated Transport - OC12 - 2 fiber Facility Termination per month			U1T12	U1T2F	$7,008.19	$546.29	$156.88	$62.08	$60.29		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- OC48																
		Interoffice Channel - Dedicated Transport- OC48 - Per Mile per month			U1T48	1L5XX	$30.96										
		Interoffice Channel - Dedicated Transport - OC48 - 2 fiber Facility Termination per month			U1T48	U1T4F	$11,215.63	$546.29	$156.88	$62.08	$60.29		19.99				
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - OC3 - Per Mile per month			ULDO3	1L5NC	$8.11										
		Local Channel - Dedicated - OC3 -2 Fiber- Facility Termination per month			ULDO3	ULD32	$767.91	$485.86	$205.55	$62.08	$60.29		19.99				
		Local Channel - Dedicated - OC12 - Per Mile per month			ULD12	1L5NC	$11.59										
		Local Channel - Dedicated - OC12 - 2 Fiber - Facility Termination per month			ULD12	ULD22	$3,213.90	$594.96	$205.55	$62.08	$60.29		19.99				
		Local Channel - Dedicated - OC48 - Per Mile per month			ULD48	1L5NC	$38.01										
		Local Channel - Dedicated - OC48 - 2 Fiber Facility Termination per month			ULD48	ULD44	$1,657.20	$594.96	$205.55	$62.08	$60.29		19.99				
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: 4 month minimum billing period																
		High Capacity Unbundled Local Loop - OC3 - Per Mile per month			UDLO3	1L5ND	$8.50										
		High Capacity Unbundled Local Loop - OC3 - 2 Fiber - Facility Termination per month			UDLO3	UDL32	$538.43	$485.86	$205.55	$62.08	$60.29		19.99				
		High Capacity Unbundled Local Loop - OC12 - Per Mile per month			UDL12	1L5ND	$10.46										
		High Capacity Unbundled Local Loop - OC12 -2 Fiber- Facility Termination per month			UDL12	UDL22	$1,969.79	$594.66	$205.55	$62.08	$60.29		19.99				
		High Capacity Unbundled Local Loop - OC48 - per mile per month			UDL48	1L5ND	$34.29										
		High Capacity Unbundled Local Loop - OC48 -2 Fiber- Facility Termination per month			UDL48	UDL42	$1,323.65	$594.66	$205.55	$62.08	$60.29		19.99				
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	102.85	91.57	62.94	10.87	10.10		19.99				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.22	6.62	4.74				19.99				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	2.62	6.62	4.74				19.99				
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.5737	6.62	4.74				19.99				
		DS3 to DS1 Channel System per month			UXTD3	MQ3	170.63	179.17	94.52	34.30	32.82		19.99				
		STS1 to DS1 Channel System per month			UXTS1	MQ3	170.63	179.17	94.52	34.30	32.82		19.99				
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	12.96	6.62	4.74				19.99				
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	59.95										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		642.79	138.67	326.97	203.85		19.99				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	28.27										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		642.79	138.67	326.97	203.85		19.99				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	59.95										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		642.79	138.67	326.97	203.85		19.99				
TRANSPORT OTHER																	
	Optional Features & Functions:																
		Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel			UNC1X	CCOEF		184.60	23.78	1.96	0.76		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel			UNC1X	CCOSF		184.60	23.78	1.96	0.76		19.99				
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0006216										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		2.60	0.44				19.99				
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			5.97	0.81	4.60	0.54		19.99				
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		5.97	0.81	4.60	0.54		19.99				
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		2.60	1.30				19.99				
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		3.04	1.74				19.99				
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		3.04	0.44				19.99				
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		2.60					19.99				
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.0000197										
		LIDB Validation Per Query			OQU		0.0137053										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		34.52	34.52	42.33	42.33		19.99				
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	132.21										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000597										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	16.55	35.74	35.74	16.53	16.53		19.99				
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	16.55	35.74	35.74	16.53	16.53		19.99				
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000149										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	683.55										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.18	29.18	35.78	35.78		19.99				
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade					14.91	194.22	33.36	37.79	3.30		19.99				
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0098										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					22.52	40.77	27.57	17.26	7.11		19.99				
		Local Channel - Dedicated - DS1 - Zone 1					36.83	178.50	154.61	22.89	15.74		19.99				
		Local Channel - Dedicated - DS1 - Zone 2					35.99	178.50	154.61	22.89	15.74		19.99				
		Local Channel - Dedicated - DS1 - Zone 3					221.63	178.50	154.61	22.89	15.74		19.99				
		Local Channel - Dedicated - DS1 - Zone 4					221.63	178.50	154.61	22.89	15.74		19.99				
		Interoffice Transport - Dedicated - DS1 Per Mile					0.2010										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					57.33	89.79	82.28	16.86	14.90		19.99				
													19.99				
CALLING NAME (CNAM) SERVICE																	
		CNAM for DB Owners, Per Query			OQV		0.0010231										
		CNAM for Non DB Owners, Per Query			OQV		0.0010231										
		CNAM For DB Owners - Service Establishment			OQV			23.09	23.09	21.23	21.23		19.99				
		CNAM For Non DB Owners - Service Establishment			OQV			23.09	23.09	21.23	21.23		19.99				
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			996.62	737.08	270.49	198.89		19.99				
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			344.32	246.56	276.85	198.89		19.99				
LNP Query Service																	
		LNP Charge Per query			OQV		0.0008477										
		LNP Service Establishment Manual						12.59	12.59	11.58	11.58		19.99				
		LNP Service Provisioning with Point Code Establishment						596.94	304.96	270.49	198.89		19.99				
OPERATOR CALL PROCESSING																	

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Minute					1.15										
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15										
BRANDING - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				19.99				
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00				19.99				
	Unbranding via OLNS for UNEP CLEC																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00				19.99				
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE ACCESS SERVICE																
		Directory Assistance Access Service Calls, Charge Per Call					0.271744										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
	DIRECTORY TRANSPORT																
		SWA Common transport per Directory Assistance Access Service Call					0.000178										
		SWA Common Transport per Directory Assistance Access Service Call Mile					0.000017										
		Access Tandem Switching per Directory Assistance Access Service Call					0.000287										
		Directory Assistance Interconnection per Directory Assistance Access Service Call					0.00										
		DS3 to DS1 Multiplexer per DA Access Service Call					0.00018										
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listing					0.04										
		Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																	
	Facility Based CLEC																
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00								
	UNEP CLEC																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00								
	Unbranding via OLNS for UNEP CLEC																
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		85.19	85.19	14.19	14.19		19.99				
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Cost			CLO	EAF		1,212.25		0.51							
		Virtual Collocation - Cable Installation Cost, per cable			CLO	ESPCX		926.27		22.62							
		Virtual Collocation - Floor Space, per sq. ft.			CLO	ESPVX	5.74										
		Virtual Collocation - Power, per breaker amp			CLO	ESPAX	7.33										

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment: 2				Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - Cable Support Structure, per entrance cable			CLO	ESPSX	15.24										
		Virtual Collocation - 2-wire Cross Connects (loop)			ueanl,uea,udn,udc, ual,uhl,ucl,ueq	UEAC2	0.0268	12.37	11.87	6.04	5.45		19.99				
		Virtual Collocation - 4-wire Cross Connects (loop)			uea,uhl,ucl,udl	UEAC4	0.0536	12.47	11.94	6.59	5.91		19.99				
		Virtual Collocation - 2-Fiber Cross Connects			CLO	CNC2F	2.91	21.01	15.29	7.61	6.10		19.99				
		Virtual Collocation - 4-Fiber Cross Connects			CLO	CNC4F	5.82	25.70	19.97	10.01	8.50		19.99				
		Virtual Collocatin - DS1 Cross Connects			USL,ULC,CLO	CNC1X	1.14	22.16	16.02	6.60	5.97		19.99				
		Virtual Collocatin - DS3 Cross Connects			USL,ULC,CLO	CND3X	14.49	21.01	15.29	7.61	6.10		19.99				
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	PE1ES	0.0025										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	PE1DS	0.0037										
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS			534.65									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS			534.65									
		Virtual Collocatin - Security Escort - Basic, per half hour			CLO	SPTBX		17.02	10.79								
		Virtual Collocatin - Security Escort - Overtime, per half hour			CLO	SPTOX		22.17	13.94								
		Virtual Collocatin - Security Escort - Premium, per half hour			CLO	SPTPX		27.32	17.08								
		Virtual Collocatin - Maintenance in CO - Basic, per half hour			CLO	CTRLX		28.09	10.79								
		Virtual Collocatin - Maintenance in CO - Overtime, per half hour			CLO	SPTOM		36.69	13.94								
		Virtual Collocatin - Maintenance in CO - Premium per half hour			CLO	SPTPM		45.28	17.08								
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0268	12.37	11.87	6.04	5.45		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade Res			UEPRX	PE1R2	0.0268	12.37	11.87	6.04	5.45		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0268	12.37	11.87	6.04	5.45		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0268	12.37	11.87	6.04	5.45		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0268	12.37	11.87	6.04	5.45		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0268	12.37	11.87	6.04	5.45		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0268	12.37	11.87	6.04	5.45		19.99				
		Virtual Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire DS1			UEPDD	VE1R4	0.0536	12.47	11.94	6.59	5.91		19.99				
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0536	12.47	11.94	6.59	5.91		19.99				
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting	I		UEPSR, UEPSB	VE1LS	0.0268	12.37	11.87	6.04	5.45		19.99				
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		101,685.12		8,640.51			19.99				
		End Office Establishment			SRC	SRCEO		167.49	167.49	1.71	1.71		19.99				
		Query NRC, per query			SRC		0.0030502										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		39.67	39.67	40.92	40.92		19.99				
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		7.87	7.87	9.14	9.14		19.99				
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		7.87	7.87	9.14	9.14		19.99				
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		35.21	35.21	27.21	27.21		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		42.13	42.13	11.78	11.78		19.99				
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0021										
		AIN SMS Access Service - Session, Per Minute					0.5649										
		AIN SMS Access Service - Company Performed Session, Per Minute					0.8393										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		39.67	39.67	40.92	40.92		19.99				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		4,226.54	4,226.54				19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		7.87	7.87	9.14	9.14		19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		7.87	7.87	9.14	9.14		19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		7.87	7.87	9.14	9.14		19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		34.67	34.67	14.44	14.44		19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		34.67	34.67	14.44	14.44		19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		34.67	34.67	14.44	14.44		19.99				
		AIN Toolkit Service - Query Charge, Per Query					0.0535577										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0063509										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.06										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	11.11	7.87	7.87	5.54	5.54		19.99				
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	2.71	8.71	8.71				19.99				
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	8.48	7.87	7.87	5.54	5.54		19.99				
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.09	8.71	8.71				19.99				
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FLI; Nashville, TN; New Orleans, LA;																
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																
	NOTE: In GA, TN, KY, LA, SC & MS, the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	13.89	105.96	68.28	52.82	10.37		19.99				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	18.75	105.96	68.28	52.82	10.37		19.99				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	27.55	105.96	68.28	52.82	10.37		19.99				
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 4		4	UNCVX	UEAL2	45.72	105.96	68.28	52.82	10.37		19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1813										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90		19.99				
		DS1 Channelization System Per Month			UNC1X	MQ1	102.85	91.57	62.94	10.87	10.10		19.99				
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	0.5737	6.62	4.74								
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	13.89	105.96	68.28	52.82	10.37		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	18.75	105.96	68.28	52.82	10.37		19.99				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	27.55	105.96	68.28	52.82	10.37		19.99				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 4		4	UNCVX	UEAL2	45.72	105.96	68.28	52.82	10.37		19.99				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.5737	6.62	4.74				19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.63	5.63	7.20	7.20		19.99				
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	27.47	132.27	94.59	60.68	14.64		19.99				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.26	132.27	94.59	60.68	14.64		19.99				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64		19.99				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 4		4	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64		19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1813										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90		19.99				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	102.85	91.57	62.94	10.87	10.10		19.99				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.5737	6.62	4.74				19.99				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	27.47	132.27	94.59	60.68	14.64		19.99				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.26	132.27	94.59	60.68	14.64		19.99				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64		19.99				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 4		4	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64		19.99				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.5737	6.62	4.74				19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.63	5.63	7.20	7.20		19.99				
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.44	126.53	88.85	60.68	14.64		19.99				
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	34.55	126.53	88.85	60.68	14.64		19.99				
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	40.76	126.53	88.85	60.68	14.64		19.99				
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 4		4	UNCDX	UDL56	32.25	126.53	88.85	60.68	14.64		19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1813						19.99				
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90		19.99				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	102.85	91.57	62.94	10.87	10.10		19.99				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.22	6.62	4.74				19.99				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.44	126.53	88.85	60.68	14.64		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	34.55	126.53	88.85	60.68	14.64		19.99				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	40.76	126.53	88.85	60.68	14.64		19.99				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 4		4	UNCDX	UDL56	32.25	126.53	88.85	60.68	14.64		19.99				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.22	6.62	4.74				19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.63	5.63	7.20	7.20		19.99				
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.44	126.53	88.85	60.68	14.64		19.99				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	34.55	126.53	88.85	60.68	14.64		19.99				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	40.76	126.53	88.85	60.68	14.64		19.99				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 4		4	UNCDX	UND64	32.25	126.53	88.85	60.68	14.64		19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1813										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90		19.99				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	102.85	91.57	62.94	10.87	10.10		19.99				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.22	6.62	4.74				19.99				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.44	126.53	88.85	60.68	14.64		19.99				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	34.55	126.53	88.85	60.68	14.64		19.99				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	40.76	126.53	88.85	60.68	14.64		19.99				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 4		4	UNCDX	UDL64	32.25	126.53	88.85	60.68	14.64		19.99				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.22	6.62	4.74				19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.63	5.63	7.20	7.20		19.99				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07		19.99				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	129.38	253.93	158.45	46.10	12.07		19.99				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07		19.99				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07		19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1813										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.63	5.63	7.20	7.20		19.99				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	129.38	253.93	158.45	46.10	12.07		19.99				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07		19.99				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07		19.99				
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.29										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	641.90	280.37	163.70	62.08	60.29		19.99				
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	107.85	179.17	94.52	34.30	32.82		19.99				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.96	6.62	4.74				19.99				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07		19.99				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	129.38	253.93	158.45	46.10	12.07		19.99				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07		19.99				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07		19.99				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.96	6.62	4.74				19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.63	5.63	7.20	7.20		19.99				
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	13.89	105.96	68.28	52.82	10.37		19.99				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	18.75	105.96	68.28	52.82	10.37		19.99				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	27.55	105.96	68.28	52.82	10.37		19.99				
		A.1.2 2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 4		4	UNCVX	UEAL2	45.72	105.96	68.28	52.82	10.37		19.99				
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.00088										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	20.32	40.77	27.57	17.26	7.11		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.63	5.63	7.20	7.20		19.99				
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	27.47	132.27	94.59	60.68	14.64		19.99				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.26	132.27	94.59	60.68	14.64		19.99				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64		19.99				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 4		4	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64		19.99				
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.00088										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	17.86	40.77	27.57	17.26	7.11		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.63	5.63	7.20	7.20		19.99				
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	11.20										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	252.17	454.13	265.47	123.23	86.19		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.29										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	641.90	280.37	163.70	62.08	60.29		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.63	5.63	7.20	7.20		19.99				
		STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)															
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	11.20										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	264.35	454.13	265.47	123.23	86.19		19.99				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	4.29										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	644.21	280.37	163.70	62.08	60.29		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.63	5.63	7.20	7.20		19.99				
		2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	21.01	117.61	79.92	52.82	10.37		19.99				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	27.59	117.61	79.92	52.82	10.37		19.99				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.34	117.61	79.92	52.82	10.37		19.99				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 4		4	UNCNX	U1L2X	59.18	117.61	79.92	52.82	10.37		19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.1813										
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90		19.99				
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	102.85	91.57	62.94	10.87	10.10		19.99				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.62	6.62	4.74				19.99				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	21.01	117.61	79.92	52.82	10.37		19.99				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	27.59	117.61	79.92	52.82	10.37		19.99				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.34	117.61	79.92	52.82	10.37		19.99				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 4		4	UNCNX	U1L2X	59.18	117.61	79.92	52.82	10.37		19.99				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	2.62	6.62	4.74				19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.63	5.63	7.20	7.20		19.99				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07		19.99				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	129.38	253.93	158.45	46.10	12.07		19.99				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07		19.99				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07		19.99				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	4.29										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	644.21	280.37	163.70	62.08	60.29		19.99				
		STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	107.63	179.17	94.52	34.30	32.82		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.96	6.62	4.74				19.99				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07		19.99				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	129.38	253.93	158.45	46.10	12.07		19.99				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07		19.99				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07		19.99				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.96	6.62	4.74				19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.63	5.63	7.20	7.20		19.99				
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.44	126.53	88.85	60.68	14.64		19.99				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	34.55	126.53	88.85	60.68	14.64		19.99				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	40.76	126.53	88.85	60.68	14.64		19.99				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 4		4	UNCDX	UDL56	32.25	126.53	88.85	60.68	14.64		19.99				
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.00088										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	14.14	40.78	27.57	17.26	7.11		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.63	5.63	7.20	7.20		19.99				
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.44	126.53	88.85	60.68	14.64		19.99				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	34.55	126.53	88.85	60.68	14.64		19.99				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	40.76	126.53	88.85	60.68	14.64		19.99				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 4		4	UNCDX	UDL64	32.25	126.53	88.85	60.68	14.64		19.99				
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.00088										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	14.14	40.78	27.57	17.26	7.11		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.63	5.63	7.20	7.20		19.99				
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarilty combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
		2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC		5.63	5.63	7.20	7.20		19.99				
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCCC		5.63	5.63	7.20	7.20		19.99				
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC1X	UNCCC		5.63	5.63	7.20	7.20		19.99				
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCCC		5.63	5.63	7.20	7.20		19.99				
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNCSX	UNCCC		5.63	5.63	7.20	7.20		19.99				
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.41	2.39	2.29	1.42	1.33		19.99				
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.41	2.39	2.29	1.42	1.33		19.99				
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.41	2.39	2.29	1.42	1.33		19.99				
		Exchange Ports - 2-Wire VG unbundled MS extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAT	1.41	2.39	2.29	1.42	1.33		19.99				
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.41	2.39	2.29	1.42	1.33		19.99				
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	2.56	0.00	0.00				19.99				
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.41	2.39	2.29	1.42	1.33		19.99				
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.41	2.39	2.29	1.42	1.33		19.99				
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.41	2.39	2.29	1.42	1.33		19.99				
		Exchange Ports - 2-Wire VG unbundled MS extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAY	1.41	2.39	2.29	1.42	1.33		19.99				
		Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.41	2.39	2.29	1.42	1.33		19.99				
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	2.56	0.00	0.00				19.99				
	EXCHANGE PORT RATES (DID & PBX)																
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire Voice Unbundled 2-Way PBX Mississippi Local Economy Calling Port			UEPSP	UEPXQ	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire Voice Unbundled 2-Way PBX Mississippi Local Optional Calling Port			UEPSP	UEPXR	1.41	31.45	14.93	14.38	0.92		19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.41	31.45	14.93	14.38	0.92		19.99				
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSP UEPSE	UEPVF	2.56	0.00	0.00				19.99				
	EXCHANGE PORT RATES (COIN)																
		Exchange Ports - Coin Port					1.41	2.39	2.29	1.42	1.33		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	EXCHANGE PORT RATES (DID & PBX)															
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.25	120.00	18.85	61.77	3.88		19.99				
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	58.41	203.19	96.25	74.86	2.54		19.99				
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	13.69	73.19	53.30	47.90	10.76		19.99				
	All Features Offered			UEPTX UEPSX	UEPVF	2.56	0.00	0.00				19.99				
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	84.63	205.00	102.14	81.65	20.69		19.99				
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0.0010269										
	End Office Trunk Port - Shared, Per MOU					0.000161										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.0001723										
	Tandem Trunk Port - Shared, Per MOU					0.0001828										
	Common Transport															
	Common Transport - Per Mile, Per MOU					0.0000026										
	Common Transport - Facilities Termination Per MOU					0.0004541										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, MIssissippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			12.22										
	2-Wire VG Loop/Port Combo - Zone 2		2			17.13										
	2-Wire VG Loop/Port Combo - Zone 3		3			26.26										
	2-Wire VG Loop/Port Combo - Zone 4		4			44.91										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	10.98										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	15.91										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	25.04										
	2-Wire Voice Grade Loop (SL1) - Zone 4		4	UEPRX	UEPLX	43.68										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.23	40.31	19.84	24.90	6.58		19.99				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.23	40.31	19.84	24.90	6.58		19.99				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.23	40.31	19.84	24.90	6.58		19.99				
	2-Wire voice Grade unbundled Mississippi extended local dialing parity port with Caller ID - res			UEPRX	UEPAT	1.23	40.31	19.84	24.90	6.58		19.99				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.23	40.31	19.84	24.90	6.58		19.99				
	FEATURES															
	All Features Offered			UEPRX	UEPVF	2.56	0.00	0.00				19.99				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.0988	0.0988				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.0988	0.0988				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.00	0.00				19.99				
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			12.22										
		2-Wire VG Loop/Port Combo - Zone 2		2			17.13										
		2-Wire VG Loop/Port Combo - Zone 3		3			26.26										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	10.98										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	15.91										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	25.04										
		2-Wire Voice Grade Loop (SL1) - Zone 4		4	UEPBX	UEPLX	43.68										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire voice Grade unbundled Mississippi extended local dialing parity port with Caller ID - bus			UEPBX	UEPAY	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	1.23	40.31	19.84	24.90	6.58		19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES																
		All Features Offered			UEPBX	UEPVF	2.56	0.00	0.00				19.99				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.0988	0.0988				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.0988	0.0988								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.00	0.00				19.99				
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2							19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			12.22										
		2-Wire VG Loop/Port Combo - Zone 2		2			17.13										
		2-Wire VG Loop/Port Combo - Zone 3		3			26.26										
		2-Wire VG Loop/Port Combo - Zone 4		4			44.91										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	10.98										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	15.91										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	25.04										
		2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEPRG	UEPLX	43.68										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.23	69.37	32.48	37.86	6.17		19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
	FEATURES																
		All Features Offered			UEPRG	UEPVF	2.56	0.00	0.00				19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		7.96	1.91				19.99				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		7.96	1.91				19.99				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.00	0.00				19.99				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				19.99				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.36	7.36				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			12.22										
	2-Wire VG Loop/Port Combo - Zone 2		2			17.13										
	2-Wire VG Loop/Port Combo - Zone 3		3			26.26										
	2-Wire VG Loop/Port Combo - Zone 4		4			44.91										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	10.98										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	15.91										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	25.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEPPX	UEPLX	43.68										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.23	69.37	32.48	37.86	6.17		19.99				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.23	69.37	32.48	37.86	6.17		19.99				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.23	69.37	32.48	37.86	6.17		19.99				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.23	69.37	32.48	37.86	6.17		19.99				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.23	69.37	32.48	37.86	6.17		19.99				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.23	69.37	32.48	37.86	6.17		19.99				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.23	69.37	32.48	37.86	6.17		19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.23	69.37	32.48	37.86	6.17		19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.23	69.37	32.48	37.86	6.17		19.99				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.23	69.37	32.48	37.86	6.17		19.99				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.23	69.37	32.48	37.86	6.17		19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.23	69.37	32.48	37.86	6.17		19.99				
	2-Wire Voice Unbundled 2-Way PBX Mississippi Local Economy Calling Port			UEPPX	UEPXQ	1.23	69.37	32.48	37.86	6.17		19.99				
	2-Wire Voice Unbundled 2-Way PBX Mississippi Local Optional Calling Port			UEPPX	UEPXR	1.23	69.37	32.48	37.86	6.17		19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.23	69.37	32.48	37.86	6.17		19.99				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPPX	UEPVF	2.56	0.00	0.00				19.99				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		7.96	1.91				19.99				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		7.96	1.91				19.99				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.00	0.00				19.99				
	ADDITIONAL NRCs															

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.36	7.36				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			12.22										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			17.13										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			26.26										
		2-Wire VG Coin Port/Loop Combo – Zone 4		4			44.91										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	10.98										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	15.91										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	25.04										
		2-Wire Voice Grade Loop (SL1) - Zone 4		4	UEPCO	UEPLX	43.68										
	2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Coin 2-Way without Operator Screening and without Blocking; with Dialing Parity (Note 3) (MS)			UEPCO	UEPMC	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Coin 2-W with Operator Screening and Blocking: 011, 900/976, 1+DDD; with Dialing Parity (MS)			UEPCO	UEPMA	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (MS)			UEPCO	UEPMB	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Coin 2-W Operator Screening: 900 Block: 900/976, 1+DDD, 011+, Local; with Dialing Parity (MS)			UEPCO	UEPCJ	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Coin Outward without Blocking and without Operator Screening; With Dailing Parity (MS)			UEPCO	UEPME	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)			UEPCO	UEPRJ	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Coin Outward with Operator Screening and 011 Blocking; with Dialing Parity (MS)			UEPCO	UEPMD	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Coin Out Operator Screen & Block: 900/976, 1+DDD, 011+, and Local; with Dialing Parity (MS)			UEPCO	UEPCS	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.23	40.31	19.84	24.90	6.58						
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.23	40.31	19.84	24.90	6.58						
	ADDITIONAL UNE COIN PORT/LOOP (RC)																
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	4.62	0.00	0.00								
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	FEATURES																
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.0988	0.0988				19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.0988	0.0988				19.99				
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				19.99				
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			21.32										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			26.16										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			34.98										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 4		4			53.15										
	UNE Loop Rates																
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	13.89										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	18.75										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	27.55										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 4		4	UEPPX	UECD1	45.72										
	UNE Port Rate																
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	7.43	225.96	87.13	114.59	14.25		19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.35	1.88				19.99				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.35	1.88				19.99				
	ADDITIONAL NRCs																
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		26.94	26.94				19.99				
	Telephone Number/Trunk Group Establisment Charges																
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00				19.99				
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00				19.99				
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00				19.99				
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00				19.99				
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
	UNE Port/Loop Combination Rates																
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		28.59										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		35.00										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		45.18										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 4		4			67.61										
	UNE Loop Rates																
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	18.26						19.99				
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	24.67						19.99				
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	34.85						19.99				
		2-Wire ISDN Digital Grade Loop - UNE Zone 4		4	UEPPB UEPPR	USL2X	57.28						19.99				
	UNE Port Rate																
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	10.33	190.80	133.22	100.72	21.13		19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	38.73	27.17				19.99				
	ADDITIONAL NRCs																
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	2.56	0.00	0.00				19.99				
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	22.5298	40.77	27.57	17.26	7.11		19.99				
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0098	0.00	0.00								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		155.43										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		205.74										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		283.10										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 4		4	UEPPP		534.81										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	79.08						19.99				
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	129.38						19.99				
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	206.74						19.99				
	4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPPP	USL4P	458.46						19.99				
	UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	76.35	458.93	260.59	127.75	32.76		19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	119.76	79.01				19.99				
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance			UEPPP	PR7TF		0.49					19.99				
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		11.58	11.58				19.99				
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		23.15	23.15				19.99				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	14.61					19.99				
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	14.61					19.99				
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	14.61					19.99				
	New or Additional Useage Sensitive Voice Data B Channel			UEPPP	PR7BS	0.00	14.61					19.99				
	New or Additional Useage Sensitive Digital Data B Channel			UEPPP	PR7BU	0.00	14.61					19.99				
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage																
		Fixed Each Including First Mile			UEPPP	1LN1A	57.53	89.79	82.28	16.66	14.90		19.99				
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.20										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
	UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		131.78						19.99				
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		182.07						19.99				
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		259.44						19.99				
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC		511.15						19.99				
	UNE Loop Rates																
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	79.08						19.99				
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	129.38						19.99				
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	206.74						19.99				
		4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPDC	USLDC	458.46						19.99				
	UNE Port Rate																
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	52.70	457.12	254.70	120.96	14.61		19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		130.24	67.41				19.99				
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		130.24	67.41				19.99				
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		130.24	67.41				19.99				
	ADDITIONAL NRCs																
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		14.56	14.56				19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		14.56	14.56				19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		14.56	14.56				19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		14.56	14.56				19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		14.56	14.56				19.99				
	BIPOLAR 8 ZERO SUBSTITUTION																
		B8ZS -Superframe Format			UEPDC	CCOSF		0.00	600.00				19.99				
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	600.00				19.99				
	Alternate Mark Inversion																
		AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establisment Charges																
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						19.99				
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						19.99				
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						19.99				
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						19.99				
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00						19.99				
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				19.99				
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				19.99				
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	57.33	89.79	82.28	16.86	14.90		19.99				
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.20	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.20	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.20	0.00	0.00								
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
		Central Office Termininating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
	Each System can have up to 24 combinations of rates depending on type and number of ports used																
	UNE DS1 Loop																
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	79.08	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	129.38	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	206.74	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 4		4	UEPMG	USLDC	458.46	0.00	0.00				19.99				
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	95.06	0.00	0.00				19.99				
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	190.12	0.00	0.00				19.99				
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	380.24	0.00	0.00				19.99				
		144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	570.36	0.00	0.00				19.99				
		192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	760.48	0.00	0.00				19.99				
		240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	950.60	0.00	0.00				19.99				
		288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,140.72	0.00	0.00				19.99				
		384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,520.96	0.00	0.00				19.99				
		480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	1,901.20	0.00	0.00				19.99				
		576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,281.44	0.00	0.00				19.99				
		672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,661.68	0.00	0.00				19.99				
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	151.35	8.41				19.99				
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																
	New (Not Currently Combined) In GA, KY, LA, MS, SC & TN Only																
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	715.15	327.39	148.05	17.56		19.99				
	Bipolar 8 Zero Substitution																
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	600.00				19.99				
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	600.00				19.99				
	Alternate Mark Inversion (AMI)																
		Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
		Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
	Exchange Ports																
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.23	0.00	0.00	0.00	0.00		19.99				
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.23	0.00	0.00	0.00	0.00		19.99				
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.23	0.00	0.00	0.00	0.00		19.99				
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	7.40	0.00	0.00	0.00	0.00		19.99				
	Feature Activations - Unbundled Loop Concentration																
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.61	25.36	13.39	4.29	4.26		19.99				
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.61	78.03	18.39	60.66	11.85		19.99				
	Telephone Number/ Group Establishment Charges for DID Service																
		DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00				19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00				19.99				
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00				19.99				
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				19.99				
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				19.99				
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	2.56	0.00	0.00				19.99				
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
These scenarios include:																
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida, North Carolina and South Carolina.																
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.																
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL, NC and SC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																
The Market Rate for unbundled ports includes all available features in all states.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS																
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		12.22										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		17.13										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		26.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		4	UEP91		44.91										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		15.12										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		19.98										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		28.78										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		4	UEP91		46.95										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	10.98										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	15.91										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	25.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEP91	UECS1	43.68										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	13.89										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	18.75										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	27.55										
	2-Wire Voice Grade Loop (SL 2) - Zone 4		4	UEP91	UECS2	45.72										
UNE Ports																
All States (Except North Carolina and South Carolina)																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.23	40.31	19.84	24.90	6.58		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment: 2			Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.23	40.31	19.84	24.90	6.58		19.99				
	AL, KY, LA, MS, & TN Only												19.99				
		2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.23	40.31	19.84	24.90	6.58		19.99				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP91	URECS	0.7947										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP91	UEPVF	2.56						19.99				
		All Select Features Offered, per port			UEP91	UEPVS	0.00	404.98					19.99				
		All Centrex Control Features Offered, per port			UEP91	UEPVC	2.56						19.99				
	NARS																
		Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP91	CENA6	8.25	120.00	18.85	61.77	3.88		19.99				
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination - Voice Grade			UEP91	MIGBC	22.52	40.77	27.57	17.26	7.11		19.99				
		Interoffice Channel mileage, per mile or fraction of mile			UEP91	MIGBM	0.0098										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.57										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.57										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.57										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.57										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.57										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.57										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.57										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		0.10	0.10				19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Conversion of Existing Centrex Common Block			UEP91	USACN		37.97	16.68								
		New Centrex Standard Common Block			UEP91	M1ACS	0.00	666.32					19.99				
		New Centrex Customized Common Block			UEP91	M1ACC	0.00	666.32					19.99				
		Secondary Block, per Block			UEP91	M2CC1	0.00	77.91					19.99				
		NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	72.63					19.99				
	UNE-P CENTREX - 5ESS (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		12.22										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		17.13										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		26.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		4	UEP95		44.91										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		15.12										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		19.98										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		28.78										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		4	UEP95		46.95										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	10.98										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	15.91										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	25.04										
		2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEP95	UECS1	43.68										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	13.89										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	18.75										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	27.55										
		2-Wire Voice Grade Loop (SL 2) - Zone 4		4	UEP95	UECS2	45.72										
	UNE Port Rate																
	All States																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.23	40.31	19.84	24.90	6.58		19.99				
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.23	40.31	19.84	24.90	6.58		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.23	40.31	19.84	24.90	6.58		19.99				
	FL & GA Only												19.99				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.7947										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP95	UEPVF	2.56						19.99				
		All Select Features Offered, per port			UEP95	UEPVS	0.00	404.98					19.99				
		All Centrex Control Features Offered, per port			UEP95	UEPVC	2.56						19.99				
	NARS																
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP95	CEND6	8.25	120.00	18.85	61.77	3.88		19.99				
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP95	M1HD1	58.41	203.19	96.25	74.86	2.54		19.99				
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	14.56									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP95	MIGBC	22.52	40.77	27.57	17.26	7.11		19.99				
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0098										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.57										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.57										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.57										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.57										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.57										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.57										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.57										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		0.10	0.10				19.99				
		Conversion of Existing Centrex Common Block, each			UEP95	USACN		37.97	16.68								
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	666.32					19.99				
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	666.32					19.99				
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.63					19.99				
	UNE-P CENTREX - DMS100 (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		12.22										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		17.13										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		26.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		4	UEP9D		44.91										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		15.12										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		19.98										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		28.78										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		4	UEP9D		46.95										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	10.98										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	15.91										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	25.04										
		2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEP9D	UECS1	43.68										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	13.89										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	18.75										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	27.55										
		2-Wire Voice Grade Loop (SL21) - Zone 4		4	UEP9D	UECS2	45.72										
	UNE Port Rate																
	ALL STATES																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.23	108.35	70.57	54.24	11.70		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.23	40.31	19.84	24.90	6.58		19.99				
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9D	UEPQM	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.23	40.31	19.84	24.90	6.58		19.99				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9D	URECS	0.7947										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9D	UEPVF	2.56						19.99				
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	404.98					19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	2.56						19.99				
	NARS																
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9D	CEND6	8.25	120.00	18.85	61.77	3.88		19.99				
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP9D	M1HD1	58.41	203.19	96.25	74.86	2.54		19.99				
		DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	14.56									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP9D	MIGBC	22.52	40.77	27.57	17.26	7.11		19.99				
		Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0098										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.57										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.57										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.57										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.57										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.57										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.57										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.57										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		0.10	0.10				19.99				
		Conversion of existing Centrex Common Block, each			UEP9D	USACN		37.97	16.68								
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	666.32					19.99				
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	666.32					19.99				
		NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.63					19.99				
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		12.22										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		17.13										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		26.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		4	UEP9E		44.91										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		15.12										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		19.98										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		28.78										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		4	UEP9E		46.95										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	10.98										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	15.91										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	25.04										
		2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEP9E	UECS1	43.68										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	13.89										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	18.75										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	27.55										
		2-Wire Voice Grade Loop (SL21) - Zone 4		4	UEP9E	UECS2	45.72										
	UNE Port Rate																
	AL, FL, KY, LA, MS, & TN only																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.23	40.31	19.84	24.90	6.58		19.99				
	AL, KY, LA, MS, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	1.23	108.35	70.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.23	40.31	19.84	24.90	6.58		19.99				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9E	URECS	0.7947										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9E	UEPVF	2.56						19.99				
		All Select Features Offered, per port			UEP9E	UEPVS	0.00	404.98									
		All Centrex Control Features Offered, per port			UEP9E	UEPVC	2.56						19.99				
	NARS																
		Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9E	CEND6	8.25	120.00	18.85	61.77	3.88		19.99				
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP9E	M1HD1	58.41	203.19	96.25	74.86	2.54		19.99				
		DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	14.56					19.99				
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP9E	MIGBC	22.52	40.77	27.57	17.26	7.11		19.99				
		Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0098										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.57						19.99				
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.57						19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.57						19.99				
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.57						19.99				
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.57						19.99				
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.57						19.99				
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.57						19.99				
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		0.10	0.10				19.99				
		Conversion of Existing Centrex Common Block, each			UEP9E	USACN		37.97	16.68				19.99				
		New Centrex Standard Common Block			UEP9E	M1ACS							19.99				
		New Centrex Customized Common Block			UEP9E	M1ACC							19.99				
		NAR Establishment Charge, Per Occasion			UEP9E	URECA							19.99				
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		12.22										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		17.13										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		26.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		4	UEP93		44.91										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		15.12										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		19.98										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		28.78										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		4	UEP93		46.95										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	10.98										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	15.91										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	25.04										
		2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEP93	UECS1	43.68										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	13.89										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	18.75										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	27.55										
		2-Wire Voice Grade Loop (SL21) - Zone 4		4	UEP93	UECS2	45.72										
	UNE Port Rate																
	AL, KY, LA, MS, & TN only																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	1.23	108.35	7.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.23	108.35	7.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.23	40.31	19.84	24.90	6.58		19.99				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	1.23	108.35	7.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	1.23	108.35	7.57	54.24	11.70		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.23	40.31	19.84	24.90	6.58		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.23	40.31	19.84	24.90	6.58		19.99				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP93	URECS	0.7947										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP93	LNCCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP93	UEPVF	2.56						19.99				
		All Centrex Control Features Offered, per port			UEP93	UEPVC	2.56						19.99				
	NARS																
		Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP93	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP93	CEND6	8.25	120.00	18.85	61.77	3.88		19.99				
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP93	M1HD1	58.41	203.19	96.25	74.86	2.54		19.99				
		DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	14.56					19.99				
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP93	MIGBC	22.52	40.77	27.57	17.26	7.11		19.99				
		Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0098										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.57										
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.57										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.57										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.57										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.57										
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.57										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.57										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		0.10	0.10				19.99				
		Conversion of Existing Centrex Common Block, each			UEP93	USACN		37.97	16.68								
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	666.32					19.99				
		New Centrex Customized Common Block			UEP93	M1ACC	0.00	666.32					19.99				
		NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	72.63					19.99				
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requres Interoffice Channel Mileage																
	Note 3 - Requires Specific Customer Premises Equipment																

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

UNBUNDLED NETWORK ELEMENTS - Tennessee															Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS																	
	NOTE: (1) Electronic Service Order: CLEC-1 should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC-1 may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC-1 may elect the regional electronic service ordering charge.																
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	13.19	31.99	20.02	10.65	1.41		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.23	31.99	20.02	10.65	1.41		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	22.53	31.99	20.02	10.65	1.41		19.99				
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		78.92	78.92								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.33	23.33								
		Engineering Information Document (EI)			UEANL			28.80	28.80								
		Manual Order Coordination for UVL-SL1s (per loop)*			UEANL	UEAMC		36.46	36.46								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL		36.52	36.52								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	13.19	31.99	20.02	10.65	1.41		19.99				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	17.23	31.99	20.02	10.65	1.41		19.99				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	22.53	31.99	20.02	10.65	1.41		19.99				
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52								
		Engineering Information Document			UEQ			28.80	28.80								
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		78.92	78.92								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.33	23.33								
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1	I	1	UEPSR UEPSB	UEALS	13.19	31.99	20.02	10.65	1.41		19.99				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1	I		UEPSR UEPSB	UEABS	13.19	31.99	20.02	10.65	1.41		19.99				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2	I	2	UEPSR UEPSB	UEALS	17.23	31.99	20.02	10.65	1.41		19.99				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2	I		UEPSR UEPSB	UEABS	17.23	31.99	20.02	10.65	1.41		19.99				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3	I	3	UEPSR UEPSB	UEALS	22.53	31.99	20.02	10.65	1.41		19.99				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3	I		UEPSR UEPSB	UEABS	22.53	31.99	20.02	10.65	1.41		19.99				
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		CLEC to CLEC Conversion Charge without outside dispatch (UVL-SL1)			UEANL	UREWO		31.99	20.02				19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.56	75.06	48.20	28.70	17.64		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	21.63	75.06	48.20	28.70	17.64		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.28	75.06	48.20	28.70	17.64		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.56	75.06	48.20	28.70	17.64		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	21.63	75.06	48.20	28.70	17.64		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.28	75.06	48.20	28.70	17.64		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	38.34				19.99				
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	24.70	122.76	85.57	76.35	39.16		19.99				
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.25	122.76	85.57	76.35	39.16		19.99				
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	42.17	122.76	85.57	76.35	39.16		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.22	142.76	88.88	76.35	39.16		19.99				
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.02	142.76	88.88	76.35	39.16		19.99				
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.95	142.76	88.88	76.35	39.16		19.99				
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		121.37	33.14				19.99				
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	21.15	228.92	152.42	110.01	21.63		19.99				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	27.62	228.92	152.42	110.01	21.63		19.99				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	36.12	228.92	152.42	110.01	21.63		19.99				
		CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		121.37	33.14				19.99				
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	13.82	270.01	234.63	74.54	39.14		19.99				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.05	270.01	234.63	74.54	39.14		19.99				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	23.60	270.01	234.63	74.54	39.14		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1	I	1	UAL	UAL2W	13.82	31.99	20.02	10.65	1.41		19.99				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2	I	2	UAL	UAL2W	18.05	31.99	20.02	10.65	1.41		19.99				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3	I	3	UAL	UAL2W	23.60	31.99	20.02	10.65	1.41		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UAL	UREWO		31.99	20.02				19.99				
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.83	270.01	234.63	74.54	39.14		19.99				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.15	270.01	234.63	74.54	39.14		19.99				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.50	270.01	234.63	74.54	39.14		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	10.83	31.99	20.02	10.65	1.41		19.99				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	18.50	31.99	20.02	10.65	1.41		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02				19.99				
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.93	279.60	244.22	74.54	39.14		19.99				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.20	279.60	244.22	74.54	39.14		19.99				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	23.80	279.60	244.22	74.54	39.14		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	13.93	31.99	20.02	10.65	1.41		19.99				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	18.20	31.99	20.02	10.65	1.41		19.99				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	23.80	31.99	20.02	10.65	1.41		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02				19.99				
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	57.73	313.08	219.72	96.86	40.45		19.99				
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	75.40	313.08	219.72	96.86	40.45		19.99				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	98.59	313.08	219.72	96.86	40.45		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.47	40.11				19.99				
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	31.10	207.01	141.38	90.70			19.99				
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	40.61	207.01	141.38	90.70	44.18		19.99				
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	53.11	207.01	141.38	90.70	44.18		19.99				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	31.10	207.01	141.38	90.70	44.18		19.99				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	40.61	207.01	141.38	90.70	44.18		19.99				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	53.11	207.01	141.38	90.70	44.18		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	31.10	207.01	141.38	90.70	44.18		19.99				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	40.61	207.01	141.38	90.70	44.18		19.99				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	53.11	207.01	141.38	90.70	44.18		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		131.89	38.75				19.99				
	2-WIRE Unbundled COPPER LOOP																
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & fac. reservation - Statewide	I	sw	UCL	UCLPB	12.16	131.99	120.02	10.65	1.41		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		2-Wire Unbundled Copper Loop/Short without manual svc. inquiry and facility reservation - Statewide	I	sw	UCL	UCLPW	12.16	31.99	20.02	10.65	1.41		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		2-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Statewide	I	sw	UCL	UCL2L	12.16	131.99	120.02	10.65	1.41		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		2-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide	I	sw	UCL	UCL2W	12.16	31.99	20.02	10.65	1.41		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02				19.99				
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-ND)	I		UEQ	UREWO		31.99	20.02				19.99				
	4-WIRE COPPER LOOP																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Statewide	I	sw	UCL	UCL4S	12.16	131.99	120.02	10.65	1.41		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Statewide	I	sw	UCL	UCL4W	12.16	31.99	20.02	10.65	1.41		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Statewide	I	sw	UCL	UCL4L	12.15	131.99	120.02	10.65	1.41		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide	I	sw	UCL	UCL4O	12.16	31.99	20.02	10.65	1.41		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02				19.99				
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS	ULM2L		65.40	65.40								
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS	ULM2G		710.71	23.77								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		65.40	65.40								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		710.71	23.77								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, UEF, ULS	ULMBT		65.44	65.44								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		517.25	517.25				19.99				
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		42.68	42.68				19.99				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		313.01	313.01				19.99				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		108.06	108.06				19.99				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	10.02	148.84	112.34	73.14	36.65		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	147.93	75.11	99.96	16.98		19.99				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.54	147.93	75.11	99.96	16.98		19.99				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	12.47	147.93	75.11	99.96	16.98		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.35	94.56	29.35	94.41	13.09		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.26	116.14	37.10	99.96	16.98		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.16	110.71	37.89	94.41	13.09		19.99				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	6.74	110.71	37.89	94.41	13.09		19.99				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	8.81	110.71	37.89	94.41	13.09		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	6.52	117.12	44.30	99.96	16.98		19.99				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	8.52	117.12	44.30	99.96	16.98		19.99				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	11.14	117.12	44.30	99.96	16.98		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.35	7.82				19.99				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82				19.99				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		528.48	9.74				19.99				
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair	I		UENTW	UENPP	0.45	2.48	2.48				19.99				
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		89.69	54.56				19.99				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		129.65	94.51				19.99				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		0.74	0.74				19.99				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		0.74	0.74				19.99				
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		517.25									
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		42.68	42.68								
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		531.04	11.34								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		sw	UEA	USBFA	12.05	122.24	85.05	76.35	39.16		19.99				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	12.05	122.24	85.05	76.35	39.16		19.99				
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	12.05	122.24	85.05	76.35	39.16		19.99				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.52	137.31	61.93	118.04	30.13		19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	28.11	137.31	61.93	118.04	30.13		19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	36.76	137.31	61.93	118.04	30.13		19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.52	137.31	61.93	118.04	30.13		19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	28.11	137.31	61.93	118.04	30.13		19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	36.76	137.31	61.93	118.04	30.13		19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	16.11	142.83	67.45	104.67	18.53		19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.04	142.83	67.45	104.67	18.53		19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	27.51	142.83	67.45	104.64	18.53		19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		34.29									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	16.11	142.83	67.45	104.67	18.53		19.99				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	21.04	142.83	67.45	104.67	18.53		19.99				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	27.51	142.83	67.45	104.64	18.53		19.99				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	39.74	116.00	40.62	106.82	18.91		19.99				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	51.90	116.00	40.62	106.82	18.91		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	67.86	116.00	40.62	106.82	18.91		19.99				
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		34.29									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	9.52	114.27	38.89	104.64	18.53		19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	12.43	114.27	38.89	104.64	18.53		19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	16.26	114.27	38.89	104.64	18.53		19.99				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	14.37	123.41	48.03	110.44	22.53		19.99				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	18.76	123.41	48.03	110.44	22.53		19.99				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	24.53	123.41	48.03	110.44	22.53		19.99				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	26.06	116.00	40.62	106.82	18.91		19.99				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	34.03	116.00	40.62	106.82	18.91		19.99				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	44.50	116.00	40.62	106.82	18.91		19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	26.06	116.00	40.62	106.82	18.91		19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	34.03	116.00	40.62	106.82	18.91		19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	44.50	116.00	40.62	106.82	18.91		19.99				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	26.06	116.00	40.62	106.82	18.91		19.99				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	34.03	116.00	40.62	106.82	18.91		19.99				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	44.50	116.00	40.62	106.82	18.91		19.99				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		34.29									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month			UE3	1L5SL	14.11										
		Sub Loop Feeder - DS3 - Facility Termination Per Month			UE3	USBF1	333.26	3,390.00	407.68	165.17	501.31		19.99				
		Sub Loop Feeder – STS-1 – Per Mile Per Month			UDLSX	1L5SL	14.11										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month			UDLSX	USBF7	359.02	3,390.00	407.68	165.17	501.31		19.99				
		Sub Loop Feeder – OC-3 – Per Mile Per Month			UDLO3	1L5SL	10.71										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month			UDLO3	USBF5	56.64										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month			UDLO3	USBF2	546.31	3,390.00	407.68	165.17	501.31		19.99				
		Sub Loop Feeder - OC-12 - Per Mile Per Month			UDL12	1L5SL	13.18										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month			UDL12	USBF6	639.98										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month			UDL12	USBF3	1,697.00	3,390.00	407.68	165.17	501.31		19.99				
		Sub Loop Feeder - OC-48 - Per Mile Per Month			UDL48	1L5SL	43.22										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month			UDL48	USBF9	320.36										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month			UDL48	USBF4	1,457.00	3,576.00	407.68	165.17	501.31		19.99				
		Sub Loop Feeder - OC-12 Interface On OC-48			UDL48	USBF8	361.44	789.41	407.68	165.17	501.31						
UNBUNDLED LOOP CONCENTRATION																	
		Loop Channelization System			ULC	ULCCS	307.07	307.34	74.37	4.18			19.99				
		CO Channel Interface - 2-Wire Voice Grade			ULC	ULCC2	1.20	9.57	9.52	8.66	8.60		19.99				
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	500.18	613.60	613.60				19.99				
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	54.82	255.67	255.67				19.99				
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	539.00	613.60	613.60				19.99				
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	92.37	255.67	255.67				19.99				
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	6.23	74.39	53.07	30.23	8.46		19.99				
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.46	8.69	8.65	9.71	9.65		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.46	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.32	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	12.45	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.53	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	35.77	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	11.03	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	11.03	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	11.03	8.69	8.65	9.71	9.65		19.99				
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: 4 month minimum billing period																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.19										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	374.24	595.67	304.50	234.83	170.16		19.99				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.19										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389.35	595.37	304.50	215.82	151.15		19.99				
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).	I		UMK	UMKLW		100.00	100.00								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).	I		UMK	UMKLP		100.00	100.00								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	I		UMK	PSUMK		0.6888	0.6888								
HIGH FREQUENCY SPECTRUM																	
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity	I		ULS	ULSDA	100.00	150.00	0.00	150.00	0.00		0.00				
		Line Sharing Splitter, per System 24 Line Capacity	I		ULS	ULSDB	25.00	150.00	0.00	150.00	0.00		0.00				
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	8.33	150.00	0.00	150.00	0.00		0.00				
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation	I		ULS	ULSDC	0.61	40.00	21.39	35.06	10.79		19.99				
		Line Sharing - per Subsequent Activity per Line Rearrangement	I		ULS	ULSDS		30.00	15.00				19.99				
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.97	48.96	21.39	35.06	10.79						
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.91	48.96	21.39	35.06	10.79						
UNBUNDLED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51		19.99				
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51		19.99				
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07		19.99				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51		19.99				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51		19.99				
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3525										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99		19.99				
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.34										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91		19.99				
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1																
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.34										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	849.30	395.29	176.56	109.04	105.91		19.99				
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULDVX	ULDV2	19.43	199.33	24.16	54.81	4.80		19.99				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULDVX	ULDR2	19.43	199.33	24.16	54.81	4.80		19.99				
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNDVX	ULDV4	20.56	201.53	24.83	55.52	5.51		19.99				
		Local Channel - Dedicated - DS1 per month			ULDD1	ULDF1	40.99	277.35	233.26	33.18	22.30		19.99				
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	7.15										
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	611.30	595.37	304.50	215.82	151.15		19.99				
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	599.59	588.07	297.20	215.82	151.15		19.99				
UNBUNDLED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - OC3																
		Interoffice Channel - Dedicated Transport - OC3 - Per Mile per month			U1T03	1L5XX	$4.43										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - OC3 - 2 fiber Facility Termination per month			U1T03	U1T3F	$2,361.11	$689.30	$163.78	$130.87	$130.87		19.99				
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - OC12															
		Interoffice Channel - Dedicated Transport - OC12 - Per Mile per month			U1T12	1L5XX	$14.41										
		Interoffice Channel - Dedicated Transport - OC12 - 2 fiber Facility Termination per month			U1T12	U1T2F	$9,124.11	$893.84	$163.78	$130.87	$130.87		19.99				
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT- OC48															
		Interoffice Channel - Dedicated Transport- OC48 - Per Mile per month			U1T48	1L5XX	$26.52										
		Interoffice Channel - Dedicated Transport - OC48 - 2 fiber Facility Termination per month			U1T48	U1T4F	$13,229.11	$894.84	$163.78	$109.04	$105.91		19.99				
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months															
		Local Channel - Dedicated - OC3 - Per Mile per month			ULDO3	1L5NC	$6.97										
		Local Channel - Dedicated - OC3 -2 Fiber- Facility Termination per month			ULDO3	ULD32	$1,320.28	$787.84	$262.31	$109.04	$105.91		19.99				
		Local Channel - Dedicated - OC12 - Per Mile per month			ULD12	1L5NC	$8.58										
		Local Channel - Dedicated - OC12 - 2 Fiber - Facility Termination per month			ULD12	ULD22	$7,849.28	$992.37	$262.31	$109.04	$105.91		19.99				
		Local Channel - Dedicated - OC48 - Per Mile per month			ULD48	1L5NC	$28.14										
		Local Channel - Dedicated - OC48 - 2 Fiber Facility Termination per month			ULD48	ULD42	$1,908.11	$985.07	$255.01	$109.04	$105.91		19.99				
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		NOTE: 4 month minimum billing period															
		High Capacity Unbundled Local Loop - OC3 - Per Mile per month			UDLO3	1L5ND	$6.97										
		High Capacity Unbundled Local Loop - OC3 - 2 Fiber - Facility Termination per month			UDLO3	UDL32	$618.88	$787.84	$262.31	$109.04	$105.91		19.99				
		High Capacity Unbundled Local Loop - OC12 - Per Mile per month			UDL12	1L5ND	$8.58										
		High Capacity Unbundled Local Loop - OC12 -2 Fiber- Facility Termination per month			UDL12	UDL22	$2,246.28	$992.37	$262.31	$109.04	$105.91		19.99				
		High Capacity Unbundled Local Loop - OC48 - per mile per month			UDL48	1L5ND	$28.14										
		High Capacity Unbundled Local Loop - OC48 -2 Fiber- Facility Termination per month			UDL48	UDL42	$1,490.00	$1,190.00	$255.01	$128.05	$124.92		19.99				
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	80.77	141.67	77.11	44.47	42.62		19.99				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.82	6.07	4.66								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	3.10	6.07	4.66								
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.91	6.07	4.66								
		DS3 to DS1 Channel System per month			UXTD3	MQ3	222.98	308.03	108.47	6.34	4.23		19.99				
		STS1 to DS1 Channel System per month			UXTS1	MQ3	222.98	308.03	108.47	6.34	4.23		19.99				
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	17.58	6.07	4.66								
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	53.23										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		1,219.22	169.75	453.22	339.34		19.99				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	53.23										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		1,219.22	169.75	453.22	339.34		19.99				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	53.23										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		1,219.22	169.75	453.22	339.34		19.99				
TRANSPORT OTHER																	
		Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel			UNC1X	CCOEF		185.16	23.85	2.03	0.79		19.99				
		Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel			UNC1X	CCOSF		185.16	23.85	2.03	0.79		19.99				
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0005192										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		5.21	0.76				19.99				
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			11.47	1.46	7.34	0.7602		19.99				
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		11.47	1.46	7.34	0.7602		19.99				
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.47	2.24				19.99				
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		5.23	3.00				19.99				
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		5.97	0.76				19.99				
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.47					19.99				
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.0000354										
		LIDB Validation Per Query			OQU		0.0117403										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		49.03					19.99				
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000916										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.84	130.84	130.84				19.99				
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.84	130.84	130.84				19.99				
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000373										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.30										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		40.00	40.00				19.99				
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00				19.99				
CALLING NAME (CNAM) SERVICE																	
		CNAM for DB Owners, Per Query			OQV		0.010541										
		CNAM for Non DB Owners, Per Query			OQV		0.010541										
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00				19.99				
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Call					1.00										
		Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
BRANDING - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				19.99				
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00				19.99				
	Unbranding via OLNS for UNEP CLEC																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE ACCESS SERVICE																
		Directory Assistance Access Service Calls, Charge Per Call					0.25										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
	DIRECTORY TRANSPORT																
		SWA Common transport per Directory Assistance Access Service Call					0.0003										
		SWA Common Transport per Directory Assistance Access Service Call Mile					0.00004										
		Access Tandem Switching per Directory Assistance Access Service Call					0.00055										
		DS3 to DS1 Multiplexer per DA Access Service Call					0.00018										
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listing					0.04										
		Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																	
	Facility Based CLEC																
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00								
	UNEP CLEC																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00								
	Unbranding via OLNS for UNEP CLEC																
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		179.60	179.60				19.99				
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Cost			CLO	EAF		2,633.00	2,633.00								
		Virtual Collocation - Cable Installation Cost, per cable			CLO	ESPCX		1,749.00	1,749.00								
		Virtual Collocation - Floor Space, per sq. ft.			CLO	ESPVX	3.91										
		Virtual Collocation - Power, per breaker amp			CLO	ESPAX	6.79										
		Virtual Collocation - Cable Support Structure, per entrance cable			CLO	ESPSX	17.87										
		Virtual Collocation - 2-Fiber Cross Connects			CLO	CNC2F	3.03	41.56	29.82	12.96	10.34						
		Virtual Collocation - 4-Fiber Cross Connects			CLO	CNC4F	3.03	50.53	38.78	16.97	14.35						
		Virtual Collocation - DS1 Cross Connects			USL,ULC,CLO	CNC1X	1.32	32.22	17.76	10.46	8.75						
		Virtual Collocation - DS3 Cross Connects			USL,ULC,CLO	CND3X	12.32	29.97	16.30	12.03	8.99						
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	PE1ES	0.0031										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	PE1DS	0.0045										
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS			555.03									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS			555.03									

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - Security Escort - Basic, per half hour			CLO	SPTBX		33.15	20.44								
		Virtual Collocation - Security Escort - Overtime, per half hour			CLO	SPTOX		41.50	25.61								
		Virtual Collocation - Security Escort - Premium, per half hour			CLO	SPTPX		49.86	30.79								
		Virtual Collocation - Maintenance in CO - Basic, per half hour			CLO	CTRLX		30.64	30.64								
		Virtual Collocation - Maintenance in CO - Overtime, per half hour			CLO	SPTOM		35.77	35.77								
		Virtual Collocation - Maintenance in CO - Premium per half hour			CLO	SPTPM		40.90	40.90								
VIRTUAL COLLOCATION																	
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade Res			UEPRX	PE1R2	0.57	11.62	9.90	10.38	8.66		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.57	11.62	9.90	10.38	8.66		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.57	11.62	9.90	10.38	8.66		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.57	11.62	9.90	10.38	8.66		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.57	11.62	9.90	10.38	8.66		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.57	11.62	9.90	10.38	8.66		19.99				
		Virtual Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire DS1			UEPDD	VE1R4	0.57	11.81	10.14	10.44	8.67		19.99				
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.57	11.81	10.14	10.44	8.67		19.99				
VIRTUAL COLLOCATION																	
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		391,788.00					19.99				
		End Office Establishment			SRC	SRCEO		320.53	320.53				19.99				
		Line/Port NRC, per end user			SRC	SRCLP		2.06	2.06				19.99				
		Query NRC, per query			SRC		0.000448										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		135.56	135.56				19.99				
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		41.75	41.75				19.99				
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		41.75	41.75				19.99				
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		96.63	96.63				19.99				
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		113.67	113.67				19.99				
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0024										
		AIN SMS Access Service - Session, Per Minute					0.0820123										
		AIN SMS Access Service - Company Performed Session, Per Minute					2.27										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		132.04	132.04				19.99				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		7,915.00	7,915.00				19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		31.21	31.21				19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		31.21	31.21				19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		31.21	31.21				19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		85.24	85.24				19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		85.24	85.24				19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		85.24	85.24				19.99				
		AIN Toolkit Service - Query Charge, Per Query					0.0211882										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0054774										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					1.50										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	17.43	33.52	33.52				19.99				
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	0.1321116	36.23	36.23				19.99				
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	17.35	33.52	33.52				19.99				
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.0511435	36.23	36.23				19.99				
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FLI; Nashville, TN; New Orleans, LA;																
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																
	NOTE: In GA, TN, KY, LA, SC & MS, the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	31.26	10.42				19.99				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	31.26	10.42				19.99				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	31.26	10.42				19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		19.99				
		DS1 Channelization System Per Month			UNC1X	MQ1	80.77	214.52	49.95	75.98	13.60						
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	0.91	5.70	4.42								
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	31.26	10.42				19.99				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	31.26	10.42				19.99				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	31.26	10.42				19.99				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99				
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	31.26	10.42				19.99				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	31.26	10.42				19.99				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	31.26	10.42				19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	214.52	49.95	75.98	13.60						
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	31.26	10.42				19.99				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	31.26	10.42				19.99				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	31.26	10.42				19.99				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	25.56	6.00				19.99				
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	25.56	6.00				19.99				
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	25.56	6.00				19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		19.99				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	214.52	49.95	75.98	13.60						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	25.56	6.00				19.99				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	25.56	6.00				19.99				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	25.56	6.00				19.99				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	25.56	6.00				19.99				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	25.56	6.00				19.99				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	25.56	6.00				19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		19.99				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	214.52	49.95	75.98	13.60		19.99				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	25.56	6.00				19.99				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	25.56	6.00				19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	25.56	6.00				19.99				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	57.73	259.66	172.16	79.87	24.88		19.99				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	75.40	259.66	172.16	79.87	24.88		19.99				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	98.59	259.66	172.16	79.87	24.88		19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	259.66	172.16	79.87	24.88		19.99				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	259.66	172.16	79.87	24.88		19.99				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	259.66	172.16	79.87	24.88		19.99				
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.34										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	854.20	428.01	153.81	64.43	35.43		19.99				
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77						
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	6.52	2.58								
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	259.66	172.16	79.87	24.88		19.99				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	259.66	172.16	79.87	24.88		19.99				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	259.66	172.16	79.87	24.88		19.99				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	6.52	2.58								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	31.26	10.42				19.99				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	31.26	10.42				19.99				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	31.26	10.42				19.99				
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	21.79	188.59	79.55	142.26	41.86		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12		19.99				
		4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	31.26	10.42				19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	31.26	10.42				19.99				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	31.26	10.42				19.99				
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0054										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	27.30	188.59	79.55	142.26	41.86		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12		19.99				
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	9.19										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	374.24	271.49	191.29	106.78	45.24						
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.34										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	854.20	482.01	153.81	64.43	35.43		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12		19.99				
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	9.19										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	389.35	271.49	191.29	106.78	45.24						
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12		19.99				
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	22.36	31.26	10.42				19.99				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29.16	31.26	10.42				19.99				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	38.09	31.26	10.42				19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		19.99				
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	80.77	214.52	49.95	75.98	13.60						
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.10	5.70	4.42								
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	22.36	31.26	10.42				19.99				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.16	31.26	10.42				19.99				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	38.09	31.26	10.42				19.99				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3.10	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	259.66	172.16	79.87	24.88		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	259.66	172.16	79.87	24.88		19.99				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	259.66	172.16	79.87	24.88		19.99				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43		19.99				
		STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77						
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	259.66	172.16	79.87	24.88		19.99				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	259.66	172.16	79.87	24.88		19.99				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	259.66	172.16	79.87	24.88		19.99				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12		19.99				
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	25.56	6.00				19.99				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	25.56	6.00				19.99				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	25.56	6.00				19.99				
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	21.19	194.29	83.97	142.26	41.86		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12		19.99				
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	25.56	6.00				19.99				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	25.56	6.00				19.99				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	25.56	6.00				19.99				
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	21.19	194.29	83.97	142.26	41.86		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12		19.99				
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarilty combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.																
	Node (SynchroNet)																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
		2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12		19.99				
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12		19.99				
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12		19.99				
		NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			UNCXV	ULDV2	19.43										
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCXV	ULDV4	20.56										
		Local Channel - Dedicated - DS1 Per Month			UNC1X	ULDF1	40.00										
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAQ	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7)			UEPSR	UEPAH	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R)			UEPSR	UEPAK	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)			UEPSR	UEPAL	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)			UEPSR	UEPAM	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X)			UEPSR	UEPAN	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR)			UEPSR	UEPAO	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.89	9.93	9.19	3.66	2.92		19.99				
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00				19.99				
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAV	1.89	9.93	9.19	3.66	2.92		19.99				
		Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)			UEPSB	UEPAC	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)			UEPSB	UEPAD	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F)			UEPSB	UEPAE	1.89	9.93	9.19	3.66	2.92		19.99				
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00				19.99				
	EXCHANGE PORT RATES (DID & PBX)																
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.79	9.93	9.19	3.66	2.92		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire TN Outward Calling Plan PBX Trunk - Bus			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPSP	UEPXN	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPSP	UEPXU	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPSP	UEPXV	1.79	9.93	9.19	3.66	2.92		19.99				
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSP UEPSE	UEPVF	0.00	0.00	0.00				19.99				
	EXCHANGE PORT RATES (COIN)																
		Exchange Ports - Coin Port					2.11	9.93	9.19	3.66	2.92		19.99				
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	EXCHANGE PORT RATES (DID & PBX)																
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.97	47.75	47.01	9.21	8.47		19.99				
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	35.74	75.93	38.15	8.77	8.04		19.99				
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	16.26	30.23	29.49	4.10	4.10		19.99				
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
		Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	75.04	148.66	147.18	38.46	36.98		19.99				
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	End Office Switching (Port Usage)																
		End Office Switching Function, Per MOU					0.0008041										
	Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU					0.0009778										
	Common Transport																
		Common Transport - Per Mile, Per MOU					0.0000064										
		Common Transport - Facilities Termination Per MOU					0.0003871										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, MIssissippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)			UEPRX	UEPAH	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.70	22.14	15.25	8.45	3.91		19.99				
	FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				19.99				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		1.03	0.29				19.99				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		1.03	0.29				19.99				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					19.99				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32										
	2-Wire Voice Grade Line Port (Bus)															

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	1.70	22.14	15.25	8.45	3.91		19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES																
		All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00				19.99				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		1.03	0.29				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		1.03	0.29								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					19.99				
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2							19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.70	22.14	15.25	8.45	3.91		19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
	FEATURES																
		All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				19.99				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		1.03	0.29				19.99				
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		1.03	0.29				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					19.99				
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			23.02										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	21.32										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91		19.99				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91		19.99				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPPX	UEPXN	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.70	22.14	15.25	8.45			19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Callling Port			UEPPX	UEPXV	1.70	22.14	15.25	8.45	3.91		19.99				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				19.99				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		1.03	0.29				19.99				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		1.03	0.29				19.99				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					19.99				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				19.99				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				19.99				
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			14.18										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			18.01										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			23.02										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
2-Wire Voice Grade Line Ports (COIN)																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.88						19.99				
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.88						19.99				
	ADDITIONAL UNE COIN PORT/LOOP (RC)																
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.45	0.00	0.00								
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	FEATURES																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		1.03	0.29				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		1.03	0.29				19.99				
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				19.99				
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			18.38										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			19.87										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			24.78										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	9.60										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	11.09										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	16.00										
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.78	45.44	29.94	8.45	3.91		19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		8.76	5.75				19.99				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		8.76	5.75				19.99				
	Telephone Number/Trunk Group Establisment Charges																
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
	UNE Port/Loop Combination Rates																
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	32.27										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	34.78										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	44.32										
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR USL2X	16.20										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	18.71										
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	28.25										
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	16.07	141.75	118.37	49.20	43.26		19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	117.23	117.23				19.99				
	ADDITIONAL NRCs																
		2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy - Non Feature/Add Trunk			UEPPB UEPPR	USASB		212.88					19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:																
		CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
		CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
		CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
		CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
		CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
		CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE																
		User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES																
		All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00								
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	17.91	53.99	17.37				19.99				
		Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.173	0.00	0.00								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
	UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		132.58										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		150.25										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		173.44										
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	57.73										
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	75.40										
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	98.59										
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	74.85	415.53	366.90	89.28	77.43		19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	328.53	328.53				19.99				
	ADDITIONAL NRCs																
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance			UEPPP	PR7TF		0.94					19.99				
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.36	22.36				19.99				
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		44.71	44.70				19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)																
		Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
		Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
		Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel																
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39					19.99				
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.11					19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.39					19.99				
		New or Additional Useage Sensitive Voice Data B Channel			UEPPP	PR7BS	0.00	28.39					19.99				
		New or Additional Useage Sensitive Digital Data B Channel			UEPPP	PR7BU	0.00	28.39					19.99				
	CALL TYPES																
		Inward			UEPPP	PR7C1	0.00	0.00	0.00								
		Outward			UEPPP	PR7C0	0.00	0.00	0.00								
		Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage																
		Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55			19.99				
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3525										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
	UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		93.28						19.99				
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		110.95						19.99				
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		134.14						19.99				
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	57.53										
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	75.40										
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	98.59										
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	35.55	342.80	257.87	61.41	48.49		19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		312.91	312.91				19.99				
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		312.91	312.91				19.99				
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		312.91	312.91				19.99				
	ADDITIONAL NRCs																
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		94.88	94.88								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		108.67	108.67				19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		108.67	108.67				19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		108.67	108.67				19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		108.67	108.67				19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		108.67	108.67				19.99				
	BIPOLAR 8 ZERO SUBSTITUTION																
		B8ZS -Superframe Format			UEPDC	CCOSF		0.00	590.00				19.99				
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	590.00				19.99				
	Alternate Mark Inversion																
		AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establisment Charges																
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						19.99				
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						19.99				
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						19.99				
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						19.99				
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00						19.99				
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99						
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3525	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3525	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3525	0.00	0.00								
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
		Central Office Termininating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
	Each System can have up to 24 combinations of rates depending on type and number of ports used																
	UNE DS1 Loop																
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	57.73	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	75.40	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	131.87	0.00	0.00				19.99				
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00				19.99				
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00				19.99				
		144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	791.42	0.00	0.00				19.99				
		192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00				19.99				
		240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00				19.99				
		288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00				19.99				
		384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00				19.99				
		480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00				19.99				
		576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00				19.99				
		672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00				19.99				
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	303.61	15.74				19.99				
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																
	New (Not Currently Combined) In GA, KY, LA, MS, SC & TN Only																
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, SC &TN Only			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41		19.99				
	Bipolar 8 Zero Substitution																
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	590.00								
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	590.00								
	Alternate Mark Inversion (AMI)																
		Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
		Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
	Exchange Ports																
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.79	0.00	0.00	0.00	0.00		19.99				
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.79	0.00	0.00	0.00	0.00		19.99				
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.79	0.00	0.00	0.00	0.00		19.99				
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.97	0.00	0.00	0.00	0.00		19.99				
	Feature Activations - Unbundled Loop Concentration																
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	23.94	12.64	3.82	3.80		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	73.67	17.37	54.09	10.57		19.99				
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00								
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															
	These scenarios include:															
	1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.															
	2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.															
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).															
	BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL, NC and SC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.															
	The Market Rate for unbundled ports includes all available features in all states.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).															
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32										
	2-Wire Voice Grade Line Port (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00				19.99				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00				19.99				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00				19.99				
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	14.00	90.00	90.00				19.99				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	14.00	90.00	90.00				19.99				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	14.00	90.00	90.00				19.99				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	14.00	90.00	90.00				19.99				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	14.00	90.00	90.00				19.99				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	14.00	90.00	90.00				19.99				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00				19.99				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50								
	ADDITIONAL NRCs																
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0.00	0.00				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
		2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
		2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00				19.99				
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00				19.99				
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00				19.99				
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	14.00	90.00	90.00				19.99				
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	14.00						19.99				
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	14.00	90.00	90.00				19.99				
		2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	14.00						19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES																
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50								
	ADDITIONAL NRCs																
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
		2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
		2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00				19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15										
	FEATURES																
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50				19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50								
	ADDITIONAL NRCs																
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
		2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
		2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00				19.99				
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00				19.99				
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	14.00						19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	14.00						19.99				
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN			UEPPX	UEPXN	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Callling Port			UEPPX	UEPXV	14.00	90.00	90.00				19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15										
	FEATURES																
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50				19.99				
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50								
	ADDITIONAL NRCs												19.99				
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		0.00	0.00				19.99				
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			26.48										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			30.31										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			35.32										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (Coin)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	14.00	90.00	90.00				19.99				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	14.00						19.99				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	14.00	90.00	90.00				19.99				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	14.00	90.00	90.00				19.99				
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	14.00	90.00	90.00				19.99				
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	14.00	90.00	90.00				19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50				19.99				
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00				19.99				
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS																	
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		23.02										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		29.98										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	21.63										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	28.28										
	UNE Ports																
	All States (Except North Carolina and Sout Carolina)																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.70	22.14	15.25	8.45	3.91		19.99				
	AL, KY, LA, MS, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.70	22.14	15.25	8.45	3.91		19.99				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP91	URECS	0.6381										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP91	UEPVF	0.00						19.99				
		All Select Features Offered, per port			UEP91	UEPVS	0.00	433.78					19.99				
		All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00						19.99				
	NARS																
		Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP91	CENA6	8.78	22.14	15.25	8.45	3.91		19.99				
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination - Voice Grade			UEP91	MIGBC	18.58	22.14	15.25	8.45	3.91		19.99				
		Interoffice Channel mileage, per mile or fraction of mile			UEP91	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.66										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		1.03	0.29				19.99				
		New Centrex Standard Common Block			UEP91	M1ACS	0.00	658.60					19.99				
		New Centrex Customized Common Block			UEP91	M1ACC	0.00	658.60					19.99				
		Secondary Block, per Block			UEP91	M2CC1	0.00	73.55					19.99				
		NAR Establishment Charge, Per Occasion			UEP91	URECA		68.57					19.99				
	UNE-P CENTREX - 5ESS (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		23.02										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		29.98										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.28										
	UNE Port Rate																
	All States																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.70	22.14	15.25	8.45	3.91		19.99				
	AL, KY, LA, MS, SC, & TN Only							22.14	15.25	8.45	3.91						
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.70	22.14	15.25	8.45	3.91		19.99				
	FL & GA Only																
	Local Switching																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.6381										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP95	UEPVF	0.00						19.99				
		All Select Features Offered, per port			UEP95	UEPVS	0.00	433.78					19.99				
		All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00						19.99				
	NARS																
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP95	CEND6	8.78	47.75	47.01	9.21	8.47		19.99				
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP95	M1HD1	35.55	75.93	38.15				19.99				
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	108.67									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP95	MIGBC	18.58	22.14	15.25	8.45	3.91		19.99				
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		1.03	0.29				19.99				
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	658.60					19.99				
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	658.60					19.99				
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	68.57					19.99				
	UNE-P CENTREX - DMS100 (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		23.02										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		29.98										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.48										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	28.28										
	UNE Port Rate																
	ALL STATES																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.70	22.14	15.25	8.45	3.91		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2				Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.70	22.14	15.25	8.45	3.91		19.99				
	AL, KY, LA, MS, SC, & TN Only							22.14	15.25	8.45	3.91						
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.70	22.14	15.25	8.45	3.91		19.99				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9D	URECS	0.6381										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9D	UEPVF	0.00						19.99				
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	433.78					19.99				
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00						19.99				
	NARS																
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9D	CEND6	8.78	22.14	15.25	8.45	3.91		19.99				
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP9D	M1HD1	35.55	75.93	38.15				19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	108.67									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP9D	MIGBC	18.58	22.14	15.25	8.45	3.91		19.99				
		Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		1.03	0.29				19.99				
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	658.60					19.99				
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	658.60					19.99				
		NAR Establishment Charge, Per Occasion			UEP9D	URECA		68.57					19.99				
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		23.02										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		29.98										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	28.28										
	UNE Port Rate																
	AL, FL, KY, LA, MS, & TN only																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.70	22.14	15.25	8.45	3.91		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.70	22.14	15.25	8.45	3.91		19.99				
	AL, KY, LA, MS, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.70	22.14	15.25	8.45	3.91		19.99				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9E	URECS	0.6381										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9E	UEPVF	0.00						19.99				
		All Select Features Offered, per port			UEP9E	UEPVS	0.00	433.78					19.99				
		All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00						19.99				
	NARS																
		Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9E	CEND6	8.78	22.14	15.25	8.45	3.91		19.99				
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP9E	M1HD1	35.55	75.93	38.15				19.99				
		DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	108.67									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP9E	MIGBC	18.58	22.14	15.25	8.45	3.91		19.99				
		Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		1.03	0.29				19.99				
		New Centrex Standard Common Block			UEP9E	M1ACS	0.00	658.60					19.99				
		New Centrex Customized Common Block			UEP9E	M1ACC	0.00	658.60					19.99				
		NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	68.57					19.99				
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		23.02										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		18.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		23.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		29.98										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	28.28										
UNE Port Rate																
AL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.70	22.14	15.25	8.45	3.91		19.99				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.70	22.14	15.25	8.45	3.91		19.99				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP93	URECS	0.6381										
Local Number Portability																
	Local Number Portability (1 per port)			UEP93	LNCCC	0.35										
Features																
	All Standard Features Offered, per port			UEP93	UEPVF	0.00						19.99				
	All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00						19.99				
NARS																
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00								
	Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00								
	Unbundled Network Access Register - Outdial			UEP93	UAROX	0.00	0.00	0.00								
Miscellaneous Terminations																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP93	CEND6	8.78	22.14	15.25	8.45	3.91		19.99				
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP93	M1HD1	35.55	75.93	38.15				19.99				
		DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	108.67									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP93	MIGBC	18.58	22.14	15.25	8.45	3.91		19.99				
		Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		1.03	0.29				19.99				
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	658.60					19.99				
		New Centrex Customized Common Block			UEP93	M1ACC	0.00	658.60					19.99				
		NAR Establishment Charge, Per Occasion			UEP93	URECA		68.57					19.99				
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requres Interoffice Channel Mileage																
	Note 3 - Requires Specific Customer Premises Equipment																

Attachment 3

Network Interconnection

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Network Interconnection: Call Transport and Termination

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local) and exchange access (IntraLATA Toll and Switched Access) on the following terms:

1. Definitions

Dedicated Transport. Dedicated Transport is defined as transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3, and Ocn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers.

Interoffice Channel Dedicated Transport. Interoffice Channel Dedicated Transport is defined as a switched transport facility between a Party's designated Serving Wire Center and the first point of switching on the other Party's common (shared) network.

Local Channel. A Local Channel is defined as a switched dedicated transport facility between a Party's Point of Interconnection and its designated Serving Wire Center.

Dark Fiber Transport. Dark Fiber Transport is defined as incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics.

Shared Transport. Shared transport is defined as transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC networks.

Fiber Meet. Fiber Meet is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point of Interconnection).

ISP-Bound Traffic. ISP-Bound Traffic is defined as telecommunications traffic delivered to an information service provider ("ISP"). ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation but instead is classified as information access.

Local Traffic:

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

Wireless Local Traffic. Wireless Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Sprint PCS within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Sprint PCS to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Sprint PCS in the same LATA in which the call originates and terminates on the network of Sprint PCS in the MTA in which the call is handed off from BellSouth to Sprint PCS. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules.

Serving Wire Center. For purposes of interconnection, a Serving Wire Center is defined as the wire center owned by one party from which the other party would normally obtain dial tone for its Point of Interconnection.

Transit Traffic. Transit Traffic is traffic originating on Sprint CLEC's network that is switched and/or transported by BellSouth and delivered to a third party's network or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Sprint CLEC's network.

Wireless Intermediary Traffic. Wireless Intermediary Traffic is defined as the delivery, pursuant to this agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; a CLEC; or another telecommunications company such as a CMRS provider other than Sprint PCS through the network of BellSouth or Sprint PCS from or to an end user of BellSouth or Sprint PCS.

Tandem Switching. For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch), pursuant to 47 CFR § 51.319 (c) (2).

End Office Switching. For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

Physical Point of Interconnection. A Point of Interconnection is the physical telecommunications interface between BellSouth and Sprint's interconnection functions. It establishes the technical interconnection and point of operational responsibility and defines the point at which call transport and termination reciprocal compensation responsibility begins. The primary function of the Point of Interconnection is to serve as the termination point for the interconnection service.

Virtual Point of Interconnection (VPOI) is defined as the Point of Interconnection specified pursuant to Section 2.8.1.1 for delivery of BellSouth originated traffic to Sprint CLEC from which Sprint CLEC agrees to pay BellSouth for Interoffice Dedicated Transport for BellSouth to transport Local Traffic and ISP-Bound Traffic over BellSouth facilities from the VPOI to the Physical Point of Interconnection designated by Sprint CLEC. A VPOI may be established in any BellSouth basic local calling area (1) to which Sprint CLEC has assigned a Sprint CLEC NPA/NXX, (2) which meets the criteria in 2.8.1.1, and (3) to which Sprint CLEC does not want BellSouth to establish a Physical Point of Interconnection as set forth above. Compensation for said transport is as set forth in the Interconnection Compensation section of this Attachment.

2. Network Interconnection

2.1 BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.

2.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA, or as otherwise agreed between the Parties. Requests to BellSouth for interconnection at other points or through other methods may be made through the Bona Fide Request/New Business Request process set out in the General Terms and Conditions of this Agreement.

2.2.1 Using one or more of the NIM's herein, the Parties will agree to a physical interconnection architecture plan for a specific geographic area. Sprint CLEC and BellSouth agree to interconnect their networks through existing and/or new interconnection facilities between Sprint CLEC's switch(es) and BellSouth End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of Sprint's switch(es) and BellSouth's End Office switch(es) and/or Tandem switch(es) to be interconnected and the facilities that will connect the two networks. At the time of implementation in a given local exchange area the plan will be documented.

2.3 Wireless Network Interconnection

2.3.1 There are three appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. For FCC licensed CMRS providers only, Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

2.3.2 BellSouth and Sprint PCS will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Sprint PCS desires to serve, or Sprint PCS may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Sprint PCS implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. BellSouth and Sprint PCS facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate tariff, as amended from time to time will apply. The cost of the

interconnection facilities between BellSouth and Sprint PCS switches within BellSouth's service area shall be shared on an equal basis. Upon mutual agreement by the parties to implement one-way trunking on a state-wide basis, each Party will be responsible for the cost of the one-way interconnection facilities associated with its originating traffic.

2.3.3 BellSouth and Sprint PCS will establish trunk groups from the interconnecting facilities of subsection 2.3.1 of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. BellSouth's treatment of Sprint PCS as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouth to Sprint PCS's Mobile Telephone Switching Offices within BellSouth's service territory, and Sprint PCS will provide or bear the cost of all trunk groups for the delivery of traffic from Sprint PCS to each BellSouth access tandem and end office at which BellSouth and Sprint PCS interconnect.

2.3.4 BellSouth and Sprint PCS will use an auditable Wireless Percent Local Usage (PLU) factor as a method for determining whether wireless traffic is Local or Non-Local. The Wireless PLU factor will be used for wireless traffic delivered by either party for termination on the other party's network.

2.3.5 When BellSouth and Sprint PCS provide an access service connection between an Interexchange Carrier ("IXC") and each other, each party will provide its own access services to the IXC. If access charges are billed, each party will bill its own access service rates to the IXC.

2.3.6 The ordering and provision of all services purchased from BellSouth by Sprint PCS shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

2.4 Physical Collocation Interconnection

2.4.1 When Sprint provides its own facilities or uses the facilities of a 3rd party to a BellSouth tandem or end office and wishes to place its own transport terminating equipment at that location, Sprint may interconnect using the provisions of physical collocation as set forth in Attachment 4 of this Agreement.

2.5 Virtual Collocation Interconnection

2.5.1 When Sprint provides its own facilities or uses the facilities of a 3rd party to a BellSouth tandem or end office and wishes for BellSouth to place transport terminating equipment at that location on Sprint's behalf, Sprint may interconnect using the provisions of Virtual Collocation as set forth in Attachment 4A of this Agreement.

2.6 Interconnection via Leased Dedicated Transport Facilities

2.6.1 For purposes of call transport and termination, Sprint CLEC or BellSouth as the originating party may obtain Local Channel and Interoffice Channel dedicated transport facilities to interconnect with the terminating Party as set forth below. The Parties shall utilize dedicated transport facilities if the traffic destined for that facility exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties. The Parties shall charge for such facilities as set forth in Exhibit A to this Attachment. The portion of such facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility Factor (PLF). If Sprint CLEC, pursuant to 47 CFR §51.711(b) demonstrates that its costs support rates for trunks and associated dedicated transport other than as set forth in Exhibit A, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval.

2.6.1.1 Sprint CLEC or BellSouth as the originating Party may obtain Local Channel dedicated transport facilities from the terminating Party from the originating Party's Point of Interconnection to the Serving Wire Center.

2.6.1.2 Sprint CLEC or BellSouth as the originating Party may obtain Interoffice Channel dedicated transport facilities from the terminating Party from the Serving Wire Center to the terminating Party's switch to which the originating Party desires interconnection.

2.7 Fiber Meet Interconnection

2.7.1 Fiber Meet Interconnection between BellSouth and Sprint CLEC can occur at any mutually agreeable, economically and technically feasible point between Sprint CLEC's premises and a BellSouth Tandem or End Office within a LATA.

2.7.2 If Sprint CLEC elects to interconnect with BellSouth pursuant to a Fiber Meet, Sprint CLEC and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at technically feasible transmission speeds as mutually agreed to by the Parties. Sprint CLEC and BellSouth shall work jointly to determine the specific transmission system to permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. The technical

specifications will be designed so that Sprint CLEC or BellSouth may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither Sprint CLEC or BellSouth will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT).

2.7.3 There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Sprint CLEC and BellSouth, but neither shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed and agreed to by Sprint CLEC and BellSouth pursuant to the requirements of this section.

2.7.3.1 Design One: Sprint CLEC's fiber cable (four fibers) and BellSouth's fiber cable (four fibers) are connected at an economically and technically feasible point between Sprint and BellSouth locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point meet.

2.7.3.2 Design Two: Both Sprint CLEC and BellSouth each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Sprint CLEC and BellSouth. BellSouth will provide the fibers associated with the "working" side of the system. Sprint CLEC will provide the fibers associated with the "protection" side of the system. Sprint CLEC and BellSouth will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both Sprint CLEC and BellSouth will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.

2.7.4 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the interconnecting BellSouth wire center.

2.7.5 Sprint CLEC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the interconnecting Sprint wire center.

2.7.6 Sprint CLEC and BellSouth may mutually agree upon an economically and technically feasible Point of Interconnection outside the interconnecting BellSouth wire center as a Fiber Meet point. BellSouth shall make all necessary preparations to receive, and to allow and enable Sprint CLEC to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code will

be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to Sprint CLEC , Point of Interconnection to BellSouth).

2.7.7 Sprint CLEC shall deliver and maintain Sprint CLEC's fiber optic facility wholly at its own expense. Upon verbal request by Sprint CLEC, BellSouth shall allow Sprint CLEC access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

2.7.8 Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1 traceable. Both Sprint CLEC and BellSouth agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.

2.7.9 Sprint CLEC and BellSouth will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. Sprint CLEC and BellSouth will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by Sprint CLEC and BellSouth.

2.7.10 Sprint CLEC and BellSouth shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.

2.7.11 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

2.7.12 Neither Sprint CLEC or BellSouth shall charge the other for its portion of the Fiber Meet facility used exclusively for non transit Local Traffic (i.e. Local Channel). Charges incurred for other services including dedicated transport facilities from the Fiber Meet to the point where the facilities terminate if applicable will apply.

2.8 Points of Interconnection

2.8.1 A minimum of one Physical Point of Interconnection shall be established in each LATA in which Sprint CLEC originates, terminates, or exchanges local traffic or ISP-bound traffic and interconnects with BellSouth. The location of the initial Physical Point of Interconnection shall be established by mutual agreement of BellSouth and Sprint CLEC. In selecting the initial Physical Point of Interconnection, both BellSouth and Sprint CLEC will act in good faith and select

the point that is most efficient for both BellSouth and Sprint CLEC. Sprint CLEC and BellSouth shall each be responsible for engineering and maintaining the network on its side of the Physical Point of Interconnection. Establishment of an initial Physical Point of Interconnection will be initiated by written request and will be based on traffic volumes and patterns, facilities available, and other factors unique to the area. If Sprint CLEC and BellSouth are not able to reach mutual agreement on an initial Physical Point of Interconnection within 30 calendar days of the date of the written request, Sprint CLEC may designate a POI for the delivery and receipt of traffic at any existing Sprint Interexchange Carrier (IXC) Point of Presence (POP) location or, if not at an existing Sprint IXC POP, at a location that is within five (5) miles of a BellSouth tandem or end office. In the event that Sprint CLEC designates a POI that is not in a BellSouth office, Sprint CLEC and BellSouth acknowledge that this Agreement does not include rates that Sprint CLEC would charge BellSouth for BellSouth's collocation of equipment necessary for interconnection at such non-BellSouth locations including charges for space, power or other infrastructure-related elements. It is not Sprint CLEC's intent to charge for such space, power or other infrastructure-related elements; however, Sprint CLEC reserves the right to open negotiations with BellSouth with respect to such charges in the future and to enter into such negotiations with BellSouth pursuant to Section 252 of the Act.

2.8.1.1 Additional points of interconnection in a particular LATA may be established by mutual agreement of Sprint CLEC and BellSouth. Additional points of interconnection may be either Physical Points of Interconnection or Virtual Points of Interconnection. Absent mutual agreement, in order to establish additional points of interconnection in a LATA, the traffic between Sprint CLEC and BellSouth at the proposed additional point of interconnection must exceed 8.9 million minutes of local or ISP-Bound traffic per month for three consecutive months. Additionally, any end office to be designated as a point of interconnection must be more than 20 miles from an existing point of interconnection. A Physical Point of Interconnection will not be designated at a Central Office where physical or virtual collocation space or BellSouth fiber connectivity is not available. In no event shall Sprint CLEC or BellSouth be required to have more than one point of interconnection in a single local calling area.

2.8.1.2 Upon written notification from BellSouth or Sprint CLEC requesting the establishment of an additional point of interconnection, the receiving party has 45 calendar days to analyze, respond to, and negotiate in good faith the establishment of and location of such point of interconnection. If the receiving party disagrees that the traffic and mileage thresholds set forth herein have been met, then such party may utilize the dispute resolution procedures set forth in Section 14 of the General Terms and Conditions of this Agreement.

2.9 Interconnection Trunking

2.9.1 BellSouth and Sprint CLEC will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment and accepted industry practices.

2.9.2 Any Sprint CLEC request that requires special BellSouth translations and other network modifications will require Sprint CLEC to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in the General Terms and Conditions.

2.9.3 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling will be used.

2.9.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks, and such 64CCC must be specified by Sprint CLEC on the order.

2.9.5 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Sprint CLEC not addressed in Exhibit A shall be as negotiated by the Parties. Until such rates are established, the interim rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for Switched Access services. Once the negotiated rate is established, it will be applied retroactively to the date requested.

2.9.5.1 For two-way interconnection trunking that carries the Parties' Local and IntraLATA Toll Traffic only, excluding Transit Traffic, and for the two-way Supergroup interconnection trunk group that carries the Parties Local and IntraLATA Toll Traffic, plus Sprint CLEC's Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. Sprint CLEC shall be responsible for ordering these two-way trunk groups.

2.9.6 One-way and Two-way Interconnection Trunking

2.9.6.1 One-Way Interconnection Trunking

2.9.6.1.1 One-way interconnection trunking for Local and IntraLATA Toll Traffic may be established by Sprint CLEC from its end office or switch to deliver such traffic to BellSouth access tandems, end offices, and local traffic to BellSouth local tandems. Likewise, BellSouth may establish one-way interconnection trunking from its access tandems, Local tandems and end offices to deliver Local and IntraLATA Toll Traffic to Sprint CLEC's end office or switching center.

2.9.6.1.2 The establishment of one-way interconnection trunking to a Party's end office provides for the delivery of the originating Party's Local and IntraLATA Toll Traffic to the terminating Party's end users served by such end office.

2.9.6.1.3 Sprint CLEC's establishment of one-way interconnection trunking to a BellSouth Local tandem provides for the delivery of its originated Local Traffic to the BellSouth end users served by BellSouth end offices subtending such BellSouth Local tandem or other BellSouth local tandems within the same local calling area according to the provisions in the Local Tandem Interconnection Trunking section of this Attachment.

2.9.6.1.4 Unless multiple tandem access is ordered, Sprint CLEC's establishment of one-way interconnection trunks at BellSouth access tandems provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic to the BellSouth end users served by such BellSouth access tandem.

2.9.6.2 Two-Way Interconnection Trunking

2.9.6.2.1 Two-way interconnection trunking may be utilized by the Parties to transport Local and IntraLATA Toll Traffic between Sprint CLEC's end office or switch and BellSouth's access tandem or end office. Two-way interconnection trunking may also be used to transport Local Traffic between Sprint CLEC's end office or switch and BellSouth's local tandem. Upon determination that two-way interconnection trunking will be used, Sprint CLEC shall order such two-way trunking via the Access Service Request (ASR) process in place for Local Interconnection. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis. The Parties shall mutually agree upon the quantity of trunks and provisioning shall be jointly coordinated.

2.9.6.2.1.1 Florida, Georgia, Kentucky, North Carolina and Tennessee

2.9.6.2.1.1.1 BellSouth will provide two-way interconnection trunking upon Sprint CLEC's request. Once two-way interconnection trunking is established, BellSouth must use such two-way trunking for BellSouth-originated traffic.

2.9.6.2.1.1.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment.

2.9.6.2.1.1.3 Additional one-way interconnection trunking will be at the mutual agreement of BellSouth and Sprint CLEC once two-way interconnection trunking has been established.

2.9.6.2.1.2 Alabama, Mississippi and South Carolina

2.9.6.2.1.2.1 BellSouth will provide two-way interconnection trunking upon Sprint CLEC's request.

2.9.6.2.1.2.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment.

2.9.6.2.1.2.3 BellSouth and Sprint CLEC use of two-way interconnection trunking for the transport of Local and IntraLATA Toll Traffic does not preclude either BellSouth or Sprint CLEC from establishing additional one-way interconnection trunks within the same local calling area for the delivery of its originated Local and IntraLATA Toll Traffic to the other Party.

2.9.6.2.1.3 Louisiana

2.9.6.2.1.3.1 BellSouth will provide two-way interconnection trunking upon Sprint CLEC's request.

2.9.6.2.1.3.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment.

2.9.6.2.1.3.3 BellSouth and Sprint CLEC acknowledge that the issue of whether BellSouth must use two-way interconnection trunking for its own originated Local and IntraLATA Toll Traffic once two-way trunking is established is in dispute in Louisiana. Upon resolution of this issue through arbitration or agreement by BellSouth and Sprint CLEC, this section will be updated via an amendment to reflect such resolution. In the interim in Louisiana, additional one-way interconnection trunking will be at the mutual agreement of BellSouth and Sprint CLEC once two-way interconnection trunking has been established.

2.9.6.2.2 The establishment of two-way interconnection trunks between the Parties' end offices provides for the receipt and delivery of the Parties' Local and IntraLATA Toll Traffic between the Parties' end users served by such end offices.

2.9.6.2.3 The Parties' establishment of two-way interconnection trunking to a BellSouth local tandem provides for the receipt and delivery of the Parties Local Traffic between the Parties' end users served by such end offices and according to the provisions in the Local Tandem Interconnection section of this Attachment.

2.9.6.2.4 The Parties establishment of two-way interconnection trunks between a Sprint CLEC end office and a BellSouth access tandem provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic from Sprint CLEC end users served by such Sprint CLEC end office to the BellSouth end users served by such BellSouth access tandem.

2.9.6.2.4.1 Furthermore, such two-way interconnection trunks between a BellSouth access tandem and a Sprint CLEC end office allows BellSouth to deliver BellSouth

originated Local and IntraLATA Toll Traffic from BellSouth end users to the Sprint CLEC end users served by such Sprint CLEC end office.

2.9.6.3 Both Parties will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

2.9.7 Transit Trunk Groups

2.9.7.1 Transit trunk groups may be established by Sprint CLEC to deliver and receive, and thus are two-way trunks, Local and IntraLATA Toll Transit Traffic from third parties such as Independent Companies and other CLECs at BellSouth access tandems and Switched Access traffic from Interexchange Carriers at BellSouth access tandems. Establishing such trunks at BellSouth access tandems provides intratandem access to the third parties also interconnected at those tandems.

2.9.7.2 It is the responsibility of Sprint CLEC to enter into arrangements with each third party carrier (Independent Companies (ICOs) or other CLECs) to deliver and/or receive Transit Traffic. Sprint CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the establishment of interconnection trunking arrangements.

2.9.7.3 Toll Free Traffic

2.9.7.3.1 If Sprint CLEC chooses BellSouth to handle Toll Free database queries from its switches, all Sprint CLEC originating Toll Free traffic will be routed over the Transit trunk group.

2.9.7.3.2 All originating Toll Free Service (Toll Free) calls for which Sprint CLEC requests that BellSouth perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

2.9.7.3.3 Sprint CLEC may handle its own Toll Free database queries from its switch. If so, Sprint CLEC will determine the nature (Local/Intra-LATA/Inter-LATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth Local or IntraLATA Toll Free number, Sprint CLEC will route the post-query Local or IntraLATA converted ten-digit local number to BellSouth over the Local or Intra-LATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) Local or IntraLATA Toll Free number, Sprint CLEC will route the post-query Local or IntraLATA converted ten-digit local number to BellSouth over the Transit Trunk group. In such case, Sprint CLEC is to provide a Toll Free billing record when appropriate. If the query reveals the call is an InterLATA Toll Free number, Sprint CLEC will route

the post-query Inter-LATA call (Toll Free number) directly from its switch for carriers Interconnected with its network or over the Transit trunk group to carriers not directly connected to its network but are connected to BellSouth's Access Tandem. Calls will be routed to BellSouth over the Local/IntraLATA and Transit trunk groups within the LATA in which the calls originate.

2.9.7.3.4 All post-query Toll Free Service (Toll Free) calls for which Sprint CLEC performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to End Offices that directly subtend the Tandem.

2.9.8 Access Tandem Interconnection Trunking

2.9.8.1 When Tandem trunks are deployed, Sprint CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective BellSouth Tandems on the trunk groups defined herein. The LERG should be referenced for current routing and tandem serving arrangements. Likewise, BellSouth shall route appropriate traffic to Sprint CLEC switches based on the tandem serving arrangements referenced in the LERG.

2.9.8.2 SuperGroup Interconnection Trunking

2.9.8.2.1 Supergroup interconnection trunking may be utilized by the Parties to transport the Parties combined Local, IntraLATA Toll, Transit, and Switched Access Traffic on a two-way interconnection trunk group between Sprint CLEC's end office or switching center and a BellSouth access tandem. Upon determination that Supergroup interconnection trunking will be used, Sprint CLEC shall be responsible for placing the orders for such two-way trunk groups via the Access Service Request (ASR) process in place for Local Interconnection. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis.

2.9.8.2.2 Florida, Georgia, Kentucky, North Carolina and Tennessee

2.9.8.2.2.1 BellSouth will provide Supergroup Interconnection trunking upon Sprint CLEC's request. Once Supergroup Interconnection trunking is established, BellSouth must use such Supergroup trunking for BellSouth-originated traffic.

2.9.8.2.2.2 The selection of the Point of Interconnection for Supergroup Interconnection trunking will be pursuant to Section 2.8 of this Attachment.

2.9.8.2.2.3 Additional one-way interconnection trunking will be at the mutual agreement of BellSouth and Sprint CLEC once Supergroup Interconnection trunking has been established.

2.9.8.2.3 Alabama, Mississippi and South Carolina

2.9.8.2.3.1 BellSouth will provide Supergroup Interconnection trunking upon Sprint CLEC's request.

2.9.8.2.3.2 The selection of the Point of Interconnection for Supergroup Interconnection trunking will be pursuant to Section 2.8 of this Attachment.

2.9.8.2.3.3 BellSouth and Sprint CLEC use of Supergroup Interconnection trunking for the transport of Local and IntraLATA Toll Traffic does not preclude either BellSouth or Sprint CLEC from establishing additional one-way interconnection trunks within the same local calling area for the delivery of its originated Local and IntraLATA Toll Traffic to the other Party.

2.9.8.2.4 Louisiana

2.9.8.2.4.1 BellSouth will provide Supergroup Interconnection trunking upon Sprint CLEC's request.

2.9.8.2.4.2 The selection of the Point of Interconnection for Supergroup Interconnection trunking will be pursuant to Section 2.8 of this Attachment.

2.9.8.2.4.3 BellSouth and Sprint CLEC acknowledge that the issue of whether BellSouth must use Supergroup interconnection trunking for its own originated Local and IntraLATA Toll Traffic to the other Party once Supergroup Interconnection trunking is established is in dispute in Louisiana. Upon resolution of this issue through arbitration or agreement by BellSouth and Sprint CLEC, this section will be updated via an amendment to reflect such resolution. In the interim in Louisiana, additional one-way interconnection trunking will be at the mutual agreement of BellSouth and Sprint CLEC once Supergroup Interconnection trunking has been established.

2.9.8.2.5 The Parties' establishment of SuperGroup interconnection trunking between a Sprint CLEC end office and a BellSouth access tandem provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic from Sprint CLEC end users served by such Sprint CLEC end office to the BellSouth end users served by such BellSouth access tandem, as well as intratandem Transit Traffic between such Sprint CLEC end users and third-party network providers also interconnected to such BellSouth access tandem.

2.9.8.2.6 Additionally, SuperGroup interconnection trunking transports Sprint CLEC originated intertandem Transit Traffic which transits a single BellSouth access tandem but is destined for a third party tandem, such as an ICO tandem.

2.9.8.2.7 Switched Access Traffic shall not be double-tandemed, therefore, SuperGroup interconnection only provides for the intratandem receipt and delivery of Switched Access Traffic.

2.9.8.2.8 Furthermore, such SuperGroup two-way trunks between a BellSouth access tandem and a Sprint CLEC end office allows BellSouth to deliver BellSouth originated Local and IntraLATA Toll Traffic from BellSouth end users to the Sprint CLEC end users served by such Sprint CLEC end office.

2.9.8.3 When Sprint CLEC establishes interconnection trunking at a single point in the LATA, the trunk terminations shall be at a BellSouth access tandem. To the extent Sprint CLEC desires to terminate Local and IntraLATA Toll Traffic to BellSouth and Transit Traffic to third parties served by BellSouth access tandems within the LATA, other than the one Sprint CLEC has established interconnection trunking to, Sprint CLEC shall establish an interconnecting trunk group to such access tandems.

2.9.8.3.1 Sprint CLEC shall establish interconnection trunking to all BellSouth access and local tandems in the LATA where Sprint CLEC has assigned or homed NPA/NXXs. Sprint CLEC shall assign or home NPA/NXXs on the BellSouth tandems that serve the Exchange Rate Center Areas where the subscribers who use such NPA/NXXs are located. The specified association between BellSouth tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). Sprint CLEC shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.

2.9.8.4 Switched Access traffic will be delivered to and by IXCs based on Sprint CLEC's NXX Access Tandem homing arrangement as specified by Sprint CLEC in the Local Exchange Routing Guide (LERG).

2.9.10 BellSouth Local Tandem Interconnection Trunking

2.9.10.1 This interconnection arrangement allows Sprint CLEC to establish interconnection trunking at BellSouth local tandems for: (1) the delivery of Sprint CLEC-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff ("GSST"), section A3 served by those BellSouth local tandems, and (2) for Local Transit Traffic transported by BellSouth for third party network providers who have also established interconnection trunking at those BellSouth local tandems.

2.9.10.2 When a specified local calling area is served by more than one BellSouth local tandem, Sprint CLEC must designate a "home" local tandem for each of its assigned NPA/NXXs and establish interconnection trunking to such local tandems. Additionally, Sprint CLEC may choose to establish interconnection trunking at the BellSouth local tandems where it has no codes homing but is not required to do so. Sprint CLEC may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices served by other BellSouth local tandems in the same local calling area where Sprint CLEC

does not choose to establish interconnection trunking. It is Sprint CLEC's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Sprint CLEC's codes. Likewise, Sprint CLEC shall obtain its routing information from the LERG.

2.9.10.3 Notwithstanding establishing interconnection trunking to BellSouth's local tandems, Sprint CLEC must also establish interconnection trunking to BellSouth access tandems within the LATA on which Sprint CLEC has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)

2.9.11 Direct End Office Interconnection Trunking

2.9.11.1 Direct end office trunks terminate traffic between a Sprint CLEC switch and a BellSouth end office and are not switched at a tandem location. Overflow from either end of the direct end office trunk group will be alternate routed to the appropriate tandem. The overflow will be based on the homing arrangements displayed in the LERG.

2.9.11.2 All traffic received by BellSouth on a direct end office trunk group from Sprint CLEC must terminate in the end office, i.e. no tandem switching will be performed in the end office. Where end office functionality is provided in a remote end office of a host/remote configuration, Interconnection at that remote end office is available where technically feasible. The number of digits to be received by the BellSouth end office shall be mutually agreed upon by the Parties.

2.9.11.3 If a BellSouth tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Sprint CLEC and BellSouth subscribers.

2.9.11.4 When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to Sprint CLEC, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows its traffic. The overflow will be based on the homing arrangements Sprint CLEC displays in the LERG. Likewise, if Sprint CLEC interconnects to a BellSouth end office for delivery of Sprint CLEC originated traffic, Sprint CLEC may overflow the traffic through the

BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.

2.9.11.5 Furthermore, each Party as an originating Party shall establish direct end office trunking to the terminating Party's end office (which may have a Tandem routed overflow) if the traffic destined for that end office exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties.

2.9.11.6 BellSouth shall allow for the mutual exchange of local traffic using existing and new facilities procured in Sprint's capacity as an interexchange carrier, "Local Over Feature Group D" trunking, pursuant to the following:

2.9.11.6.1 Sprint shall pay all reasonable costs incurred by BellSouth to implement and maintain the Local Over Feature Group D trunking configuration.

2.9.11.6.2 Sprint and BellSouth will agree on the details of this trunking configuration. This configuration will form the basis of the cost study to determine reasonable cost.

2.9.11.6.3 Sprint may convert the Local Over Feature Group D trunking arrangement to a standard local interconnection trunking arrangement at any time subject to applicable charges for establishing such local interconnection trunking arrangements. Should the Sprint conversion to a standard local interconnection trunking arrangement cause an incremental reduction in the costs that BellSouth incurs in the ongoing maintenance and administration of the Local Over Feature Group D trunking arrangement, the ongoing charges to Sprint for such maintenance and administration will reflect such incremental reductions.

2.9.11.6.4 The Parties will track and report, through the use of factors set forth in Section 6 of this Attachment, the jurisdictional nature of the combined traffic on the Feature Group D facilities procured in Sprint's capacity as an interexchange carrier.

2.9.12 Other Interconnection Trunk Groups

2.9.12.1 <u>E911 Trunk Group</u>

2.9.12.1.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which Sprint CLEC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.1.2 Sprint CLEC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the Point

of Interconnection (POI) to the BellSouth 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.

2.9.12.1.3 Sprint CLEC will cooperate with BellSouth to promptly test all 9-1-1 trunks and facilities between the Sprint CLEC network and the BellSouth 9-1-1 Tandem to assure proper functioning of 9-1-1 service. Sprint CLEC will not turn-up live traffic until successful testing is completed by both Parties.

2.9.12.1.4 Wireless Access to 911/E911 Emergency Network

2.9.12.1.4.1 BellSouth and Sprint PCS recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Sprint PCS recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth will route "911-like" calls received from Sprint PCS to the emergency agency designated by Sprint PCS for such calls. Sprint PCS will provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

2.9.12.1.4.2 BellSouth and Sprint PCS recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted technical improvements that Sprint PCS desires to implement and to permit Sprint PCS to comply with applicable regulatory requirements.

2.9.12.2 <u>High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group</u>

2.9.12.2.1 Where the Parties have the capability to perform call gapping or code gapping with the effect of choking traffic to the HVCI/Mass Calling customer, the Parties shall not be required to establish an HVCI/Mass Calling trunk.

2.9.12.2.2 Except as set forth above, a dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF or SS7 signaling where technically capable. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. The Party originating the traffic will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.2.3 If Sprint CLEC should acquire a HVCI/Mass Calling customer, e.g., a radio station, Sprint CLEC shall notify BellSouth. BellSouth shall determine whether call gapping or other means can be used to choke the traffic or if it is necessary for BellSouth to order trunk groups as referenced above to the Sprint CLEC customer's serving office.

2.9.12.2.4 If Sprint CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, Sprint CLEC may request a meeting to coordinate with BellSouth the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that Sprint CLEC establishes a new choke NXX, Sprint CLEC must notify BellSouth a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX.

2.9.12.2.5 Where BellSouth and Sprint CLEC both provide HVCI/Mass Calling trunking, both Parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

2.9.12.3 Operator Services/Directory Assistance Trunk Group(s)

2.9.12.3.1 If BellSouth provides Inward Assistance Operator Services for Sprint CLEC, Sprint CLEC will initiate an ASR for a two-way trunk group from its designated operator services switch to the BellSouth Operator Services Tandem utilizing MF signaling.

2.9.12.3.2 If BellSouth provides Directory Assistance and/or Operator Services for Sprint CLEC, the following trunk groups are required:

2.9.12.3.3 Directory Assistance (DA):

2.9.12.3.3.1 Sprint CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate BellSouth Operator Services Tandem in the LATA for the NPA Sprint CLEC wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.4 Directory Assistance Call Completion (DACC):

2.9.12.3.4.1 Sprint CLEC may also contract for DACC. This requires a segregated one-way trunk group to each BellSouth Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). Sprint

CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.5 Busy Line Verification/Emergency Interrupt (BLV/EI):

2.9.12.3.5.1 When BellSouth's operator is under contract to verify the busy status of the Sprint CLEC End Users, BellSouth will utilize a segregated one-way with MF signaling trunk group from BellSouth's Operator Services Tandem to Sprint CLEC's switch. Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.6 Operator Assistance (0+, 0-):

2.9.12.3.6.1 This service requires a one-way trunk group from the Sprint CLEC switch to BellSouth's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. Sprint CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

2.9.12.3.7 Trunk Design Blocking Criteria

2.9.12.3.7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Low day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	1%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	0.5%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group if it is a two-way trunk group that carries the Parties Local and IntraLATA Toll.

2.9.13 Trunk Servicing

2.9.13.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). Sprint CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.

2.9.13.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Both Parties reserve the right to issue applicable ASRs if so required in the normal course of business.

2.9.13.3 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid error free ASR. A project is defined a a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the BellSouth Interconnection Trunking Project Management group and Sprint CLEC's equivalent trunking group.

2.9.13.4 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

3. Network Design And Management For CLEC Interconnection

3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective, economical and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or

networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically feasible and economically practicable. BellSouth Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate or to any other Party to which each Party provides local interconnection.

3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

3.4.1 Restrictive Controls

3.4.1.1 Either Party may use protective network traffic management controls such as 6-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. Sprint CLEC and BellSouth will immediately notify each other of any protective control action planned or executed.

3.4.2 Expansive Controls

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

3.4.3 Mass Calling

3.4.3.1 Sprint CLEC and BellSouth shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

3.5.1 Sprint CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, BellSouth will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by Sprint CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.5.2 Signaling Call Information. BellSouth and Sprint CLEC will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Sprint CLEC will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

3.6 Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for the Parties to provide as accurate reciprocal trunking forecasts as possible to each other, each Party must timely inform the other Party of any known or anticipated events that may affect reciprocal trunking requirements. If either Party is unable to provide such information, the Parties shall provide trunking forecasts based only on existing trunk group growth and annual estimated percentage of subscriber line growth**.**

3.6.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging trunk group busy season traffic loads and non-binding forecasts of traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Sprint CLEC may request additional traffic data via the Network Usage Information Service offered in Section A32 of the BellSouth state General Subscriber Service Tariff, or by the New Business Request process described in Section 7 of the General Terms and Conditions of the Agreement. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.

3.6.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next future year. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems necessary or whenever a significant increase or decrease in trunking demand for the forecasting period occurs. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions section of this Agreement.

3.6.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

4. Wireless Network Design and Management

4.1 BellSouth and Sprint PCS will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

4.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

4.3 BellSouth and Sprint PCS will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

4.4 Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, BellSouth and Sprint PCS do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

4.5 BellSouth and Sprint PCS will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and BellSouth and Sprint PCS agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

4.6 For network expansion, BellSouth and Sprint PCS will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.

4.7 BellSouth and Sprint PCS will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

4.8 Nothing in this Agreement shall prohibit Sprint PCS from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the SPCS brand name and license. Traffic originating on such extended networks shall be treated as Sprint PCS traffic under the terms and conditions of this Agreement. All billing for such traffic will be in the name of Sprint PCS, and subject to the terms and conditions of this Agreement.

5. Local Dialing Parity

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call.

6. Interconnection Compensation

6.1 Compensation for Call Transport and Termination for CLEC Local Traffic, ISP-Bound Traffic and Wireless Local Traffic is the result of negotiation and compromise between BellSouth, Sprint CLEC and Sprint PCS. The Parties' agreement to establish a bill and keep compensation arrangement was based upon extensive evaluation of costs incurred by each party for the termination of traffic. Specifically, Sprint PCS provided BellSouth a substantial cost study supporting its costs. As such the bill and keep arrangement is contingent upon the agreement by all three Parties to adhere to bill and keep. Should either Sprint CLEC or Sprint PCS opt into another interconnection arrangement with BellSouth pursuant to 252(i) of the Act which calls for reciprocal compensation, the bill and keep arrangement between BellSouth and the remaining Sprint entity shall be subject to termination or renegotiation as deemed appropriate by BellSouth.

6.1.1 The Parties hereby agree to a bill-and-keep arrangement for usage on CLEC Local Traffic, ISP-bound traffic, and Wireless Local Traffic. Such bill-and-keep arrangement includes any per minute of use rate elements associated with the transport and termination of CLEC Local Traffic, ISP-bound Traffic, and Wireless Local Traffic. Such bill-and-keep arrangement does not include trunks and associated dedicated transport, transit and intermediary traffic, or interMajor Trading Area traffic.

6.1.2 Sprint CLEC charges for dedicated transport and associated facilities of calls on Sprint CLEC's or BellSouth's respective networks are as set forth in Exhibit A to this Attachment. If Sprint CLEC, pursuant to 47 CFR §51.711(b), demonstrates that its costs support different rates for the transport mileage described in this Section, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval.

6.1.3 If Sprint CLEC chooses to provide local switching of BellSouth-originated calls through use of a switch located outside the LATA in which the calls originate, any transport charges that BellSouth may owe Sprint CLEC as reciprocal compensation for transporting such calls shall be governed by this Section. BellSouth shall compensate Sprint CLEC at the dedicated transport rates specified in Exhibit A, as is appropriate to the specific circumstances of the individual call. To the extent that BellSouth is required to pay such transport on a distance-sensitive basis, the distance the call is considered transported, for purposes of

determining any reciprocal compensation owed, shall not exceed the shortest distance in airline miles between the point BellSouth hands the call off to Sprint CLEC (the appropriate Point of Interconnection where the two networks join in the LATA) and the LATA boundary. If Sprint CLEC, pursuant to 47 CFR §51.711(b), demonstrates that its costs support different rates for the transport mileage described in this Section, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval.

6.1.4 Neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as Local Traffic for purposes of payment of reciprocal compensation.

6.1.5 For BellSouth and Sprint CLEC traffic, the jurisdiction of a call is determined by its originating and terminating (end-to-end) points, not the telephone number dialed.

6.1.5.1 Further, if Sprint CLEC assigns NPA/NXXs to specific BellSouth rate centers within a BellSouth originating end user's local calling area, and then assigns numbers from those NPA/NXXs to Sprint CLEC end users physically located outside of the BellSouth originating end user's local calling area, Sprint CLEC agrees to identify such traffic to BellSouth and to compensate BellSouth for originating and transporting such traffic to Sprint CLEC at BellSouth's intrastate switched access tariff rates. If Sprint CLEC does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth shall determine which whole Sprint CLEC NPA/NXXs on which to charge the applicable rates for originating intrastate switched access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if Sprint CLEC can provide sufficient information for BellSouth to determine whether said traffic is Local Traffic.

6.1.5.2 Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of ISP traffic and the associated compensation.

6.1.6 Fiber Meet, Design One. Each party will compensate the other for the Local Channels, from the POI to the other Party's switch location within the LATA, ordered on the other Party's portion of the Fiber Meet.

6.2 CLEC Percent Local Use. BellSouth and Sprint CLEC will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of Local minutes to be billed to the other Party. For purposes of developing the PLU, BellSouth and Sprint CLEC shall consider every local call and every long distance call, excluding Transit Traffic. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Percent Local Use Reporting

Guidebook for Interconnection Purchasers, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate Local usage compensation to be paid.

6.3 CLEC Percent Local Facility. BellSouth and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the portion of switched transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, multiplexing and Interoffice Channel dedicated transport utilized in the provision of local interconnection trunking. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLU and PLF. Detailed requirements associated with PLU and PLF reporting shall be as set forth in BellSouth's Percent Local Use/Percent Local Facility Reporting Guidebook for Interconnection Purchasers, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties.

6.4 CLEC Percentage Interstate Usage. In the case where Sprint CLEC desires to terminate its local traffic over or co-mingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. Detailed requirements associated with PIU reporting shall be as set forth in BellSouth's Percent Interstate Use Reporting Guidebook for Interconnection Purchasers. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

6.5 Audits. On sixty (60) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Sprint shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. In the event that the audit is performed by a mutually acceptable independent auditor, the costs of the independent auditor shall be paid for by the Party requesting the audit. The PLU, PLF and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter

prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, PLF and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.6 Rate True-up

This section applies only to BellSouth and Sprint CLEC for rates that are interim or expressly subject to true-up as marked by an I in Exhibit C of this Attachment.

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

6.6.2 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 an effective order of the Commission. 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 14 of the General Terms and Conditions of this Agreement.

6.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within ninety (90) days or as mutually agreed to by the Parties, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions 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.

6.6.4 An 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 Sprint specifically or upon all carriers generally, such as a generic cost proceeding.

6.7 Wireless Non-Local Traffic Interconnection

6.7.1 The delivery of Non-Local Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other party's network, each party will pay either the access charges described in paragraph 6.7.2 hereunder or the Non-Local Intermediary Charges described in paragraph 6.7.4 hereunder, as appropriate.

6.7.2 For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.

6.7.3 Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then BellSouth and Sprint PCS shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of BellSouth and Sprint PCS.

6.7.4 If Non-Local Traffic originated by Sprint PCS is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier") and Sprint PCS and BellSouth participate in Meet Point Billing as defined in paragraph 6.11, then BellSouth will bill Sprint PCS and Sprint PCS shall pay a $.002 per minute intermediary charge. None of the Non-Local Traffic delivered to Sprint PCS by BellSouth shall be subject to the Non-Local Intermediary Charges.

6.8 Compensation for CLEC IntraLATA Toll Traffic

6.8.1 CLEC IntraLATA Toll Traffic. For purposes of this Attachment, CLEC IntraLATA Toll Traffic is defined as any telecommunications call between Sprint CLEC and BellSouth end users that originates and terminates in the same LATA and results in intraLATA toll charges being billed to the originating end user by the originating Party. Moreover, BellSouth originated IntraLATA Toll Traffic will be delivered to Sprint CLEC using traditional Feature Group C non-equal access signaling.

6.8.2 Compensation for CLEC IntraLATA Toll Traffic. For terminating its CLEC IntraLATA Toll Traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates.

6.8.3 Compensation for CLEC 8XX Traffic. Each Party (BellSouth and Sprint CLEC) shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as set forth in the Party's current effective or Commission approved (if required) intrastate or interstate Switched Access tariffs.

6.8.4 Records for 8XX Billing. Each Party (BellSouth and Sprint CLEC) will provide to the other the appropriate records necessary for billing intraLATA 8XX customers.

6.8.5 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Sprint CLEC requires interconnection from Sprint CLEC to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Sprint CLEC shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Sprint CLEC desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

6.9 Mutual Provision of Switched Access Service for Sprint CLEC and BellSouth

6.9.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Subject to the provisions of 5.8.1.1 following, any interexchange telecommunications traffic utilizing the Public Switched Telephone Network, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or in different local calling areas as defined by the originating Party and delivered to the terminating Party using Feature Groups A, B, or D switched access services shall be considered Switched Access Traffic. The traffic described herein shall not be considered Local Traffic. Irrespective of transport protocol method used, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) shall not be compensated as local.

6.9.1.1 The Parties acknowledge that they cannot agree on the jurisdictional nature of Public Switched Telephone Network computer-to-phone or phone-to-computer telecommunications traffic. The Parties further acknowledge that the issue of compensation for this traffic is currently under consideration by the FCC. Until such time as the FCC issues an effective order on the jurisdiction of this traffic, the Parties shall utilizing a bill and keep mechanism for compensating each other for such traffic (neither Party will bill the other Party for the phone end of computer-to-phone or phone-to-computer interexchange telecommunications traffic). Further, upon an effective order from the FCC, the Parties will amend the Agreement consistent with such order.

6.9.2 When Sprint CLEC's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service

connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

6.9.3 BellSouth and Sprint CLEC will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

6.9.4 BellSouth and Sprint CLEC agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

6.9.5 BellSouth and Sprint CLEC also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

6.9.6 The Initial Billing Party shall keep records for no more than 13 months of its billing activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

6.9.7 Unless otherwise mutually agreed to by the Parties, Sprint CLEC shall not deliver Switched Access Traffic to BellSouth for termination using a trunk group obtained pursuant to this Agreement, but shall instead use a Feature Group D or other switched access trunk group or facility obtained via the BellSouth switched access tariff.

6.10 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for Sprint CLEC's Transit Traffic that originates from, or terminates to a Sprint CLEC end user. Switched Access traffic that originates from or terminates to a Sprint CLEC end user via the BellSouth network is Transit Traffic (Switched Access Transit Traffic). Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be each Party's Interstate or Intrastate Switched Access rates for call transport and termination. Billing associated with all Transit Traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as Transit Traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

6.10.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that Sprint CLEC is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Sprint CLEC. Sprint CLEC agrees to compensate BellSouth for any charges or costs for the delivery of Sprint CLEC originated non-Switched Access Transit Traffic to a connecting carrier on behalf of Sprint. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6.11 Wireless Meet Point Billing

6.11.1 For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Sprint PCS providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network. Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO)

and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50%, and (5) Billing Interconnection Percentage. A default Billing Interconnection Percentage of 95% BellSouth and 5% Sprint PCS will be used if Sprint PCS does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint PCS must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. BellSouth and Sprint PCS acknowledge that the exchange of 1150 records will not be required.

6.11.2 Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the access tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. BellSouth and Sprint PCS will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

6.11.3 In a Meet Point Billing environment, when a party actually uses a service provided by BellSouth, and said party desires to participate in Meet Point Billing with BellSouth, said party will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Sprint PCS desire to avoid such charges Sprint PCS may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

6.11.4 Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement. Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint PCS compensating BellSouth at the intermediary rate of $.002 for traffic delivered to BellSouth's network, which terminates to a third party network. Meet Point Billing to IXCs for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines.

6.12 00- Local Traffic

00- traffic from Sprint IXC presubscribed end user customers will continue to be routed to Sprint IXC over originating switched access FGD service. Sprint CLEC will determine the amount of total 00- traffic that is local and will report that factor and the associated minutes of use (MOU) used to determine the factor to BST. Using that data and the Sprint IXC total switched access MOUs for that month, BST will calculate a credit on Sprint IXC's switched access bill which will be applied in the following month. The credit will represent the amount of 00- traffic that is local and will take into consideration TELRIC rate based billing for the 00- MOUs that are local. The credit will be accomplished via a netting process whereby Sprint IXC will be given a full credit for all applicable billed access charges offset by the billing of 00- transport charges only based upon the applicable state TELRIC rates contained in Attachment 3 of this Agreement. BellSouth will have audit rights on the data reported by Sprint CLEC.

7. Operational Support Systems (OSS) Rates

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

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

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement.

LOCAL INTERCONNECTION - Mississippi														Attachment: 3			Exhibit: A
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0005379bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0005379bk										
	TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP++		334.11	56.98								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU			OHD		0.0000026bk										
		Common Transport - Facilities Termination Per MOU			OHD		0.0004541bk										
LOCAL INTERCONNECTION (TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0098										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	22.52	27.57		7.11							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0098										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.68	27.57		7.11							
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0098										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.68	27.57		7.11							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.201										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	57.33	82.28		14.90							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.76										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	641.90	163.70		60.29							
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	14.91	194.22	33.36	37.79	3.30						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	15.99	194.66	33.80	38.27	3.78						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.83	178.50	154.61	22.89	15.74						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19						
	LOCAL INTERCONNECTION MID-SPAN MEET																
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10						
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82						
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.96	6.62	4.74								

LOCAL INTERCONNECTION - Mississippi														Attachment: 3			Exhibit: A
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

LOCAL INTERCONNECTION - Tennessee														Attachment: 3			Exhibit: A
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0009778bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0009778bk										
	TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP++		334.29	57.01								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU			OHD		0.0000064bk										
		Common Transport - Facilities Termination Per MOU			OHD		0.0003871bk										
LOCAL INTERCONNECTION (TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0174										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	18.58	17.37		3.51							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0174										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	17.37		3.51							
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0174										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	17.37		3.51							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	76.27		14.99							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	176.56		105.91							
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	19.02	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	20.56	201.53	24.83	55.52	5.51						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.99	277.35	233.26	33.18	22.30						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15						
	LOCAL INTERCONNECTION MID-SPAN MEET																
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62						
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23						
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66								

LOCAL INTERCONNECTION - Tennessee														Attachment: 3			Exhibit: A
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Sprint is occupying the collocation space as a sole occupant or as a Host within a Premises location pursuant to Section 4.

1.1.1 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

1.2 Right to occupy. BellSouth shall offer to Sprint collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth hereby grants to Sprint a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by Sprint and agreed to by BellSouth, which agreement should not be unreasonably withheld (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers, as well as all buildings or similar structures owned or leased by BellSouth that house BellSouth Network Facilities and all structures that house facilities on public rights-of-way, including but not limited to, vaults containing loop concentrators and other similar structures. To the extent this Agreement does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth Central Offices, the Parties will negotiate said rates, terms, and conditions at the request for collocation at other than a Central Office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises.

1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, Sprint may be required to release unused space to BellSouth to be allocated to other physical collocation applicants when 100% of the space in Sprint's collocation arrangement is not being utilized by the end of the second year of operation. Sprint will first have the option of subleasing any amount of space not being utilized pursuant to this sub-Section in lieu of releasing space to BellSouth. Prior to reclaiming any such unused space BellSouth shall notify Sprint of its intent in writing. Sprint will respond to BellSouth within fourteen (14) calendar days of receipt of BellSouth's notice. Said response shall provide a summary of Sprint's current use or planned use of remaining space for the next three (3) months, either by placing Sprint equipment in the remaining space or the subleasing of such Collocation Space. If BellSouth disagrees with Sprint's assertions it may avail itself of the Dispute Resolution procedures set forth in the General Terms and Conditions section of this Agreement.

1.2.2 Space Reservation. BellSouth and Sprint may reserve floor space for their own specific uses for a two-year period, except in Florida, where the period shall be eighteen (18) months. Except as otherwise provided, upon denial of a Sprint request for physical collocation, BellSouth shall provide to the Commission justification for the reserved space based on what is currently required by and provided to the applicable Commission. BellSouth shall remove obsolete unused equipment from the premises according to its scheduled date for such removal. BellSouth shall, upon request from Sprint, remove obsolete unused equipment from its premises prior to BellSouth's scheduled removal of such equipment, to make available the amount of space requested for collocation by Sprint. There will be no additional cost for such removal of obsolete and unused equipment over and above the Space Preparation Charges assessed for said collocation space. Consistent with FCC Rule 51.323(f)(5), BellSouth shall relinquish any space held for future use prior to denying a Sprint request for virtual collocation unless BellSouth proves to the Commission that virtual collocation at that point is not technically feasible. Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.2.2.1 For Tennessee, upon denial of a Sprint request for physical collocation, BellSouth shall provide justification for the reserved space to Sprint based on a demand and facility forecast which includes, but is not limited to, three to five years of historical data and forecasted growth, in twelve month increments, by functional type of equipment (e.g., switching, transmission, power, etc.). In estimating the space requirement for growth, BellSouth shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forward looking technology as it relates to switching, power, MDF and DCS. BellSouth shall not reserve active space that is supported by existing telecommunications infrastructure without growth forecasts to support such reservation. BellSouth shall disclose to Sprint the space it reserves for its own future growth and for its interLATA, advanced services, and other affiliates upon request and in conjunction with a denial of Sprint's request for physical collocation, subject to appropriate proprietary protections.

1.2.2.2 For Louisiana, the parties acknowledge that the information BellSouth should provide to Sprint in order to justify its reserved space in the event of a denial, including the disclosure of space BellSouth has reserved for its interLATA, advanced services and other affiliates is currently an issue before the Commission and agree to modify this Agreement to conform to the orders of said Commission.

1.3 Use of Space. Sprint shall use the Collocation Space for the purposes of installing, maintaining and operating Sprint's equipment (to include testing and monitoring equipment) necessary, as that term is defined by the FCC, for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services. The Collocation Space

may be used by Sprint [OK for BST 12/14/01] for any purposes consistent with effective FCC and state Commission Orders or as authorized in writing by BellSouth.

1.4 Rates and charges. Sprint agrees to pay the rates and charges identified at Exhibit C attached hereto.

1.5 Due Dates. Except in Georgia, if any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

2. Space Notification

2.1 Availability of Space. BellSouth will permit Sprint to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth is prepared to demonstrate to the State Commission pursuant to Section 2.4 that there is no space available due to space limitations or no space available due to technical infeasibility. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether the Application is Bona Fide ("Bona Fide") and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Additionally, BellSouth shall notify Sprint as to whether space is available or not available within a BellSouth Premises. If BellSouth determines that the amount of space requested by Sprint is not available, BellSouth's response will identify the amount of space that is available.

2.1.1 In Florida, BellSouth shall respond within fifteen (15) calendar days from receipt of an application.

2.2 Reporting. Upon request from Sprint, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report at the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from Sprint must be written and must include the Premises and Common Language Location Identification (CLLI) code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a report regarding space availability for a particular BellSouth Premise in accordance with the following intervals from receipt of such request. BellSouth will respond in ten (10) calendar days to requests for a report regarding space availability in the top 100 MSAs. For those requests that do not fall within the top 100 MSAs, BellSouth will respond in ten (10) calendar days to such a request when the request includes up to and including ten (10) BellSouth Premises locations within the same State. BellSouth will respond within fifteen (15) calendar

days to the request for the eleventh (11) to fifteenth (15) locations within the same State. BellSouth will respond within twenty (20) calendar days to the request for the sixteenth (16) to twentieth (20) locations within the same State. When Sprint requests greater than twenty (20) locations within a State, BellSouth's time for response will increase in a similar five (5) calendar day intervals for the additional (5) five locations requested (e.g. twenty-five (25) days for twenty-first to twenty-fifth locations; thirty (30) days for twenty-sixth to thirtieth locations, etc.).

2.3 Denial of Application. If BellSouth contends space for physical collocation is not available in a BellSouth Premises ("Denial of Application"), BellSouth shall notify Sprint in writing, pursuant to Section 2.1 of this Attachment. The written notice of denial shall provide Sprint with information relevant to the denial of its request for collocation space, give some detail as to why the space was denied, and information regarding planned building additions and/or office relief plans to the extent they are known. In addition, BellSouth shall allow Sprint to tour the entire premises in question, not just the area in which space was denied, without charge, within ten days of the receipt of BellSouth's denial of space. Prior to the tour**,** BellSouth shall provide to Sprint engineering floor plans for the premise in question. The engineering floor plans provided to Sprint will be in the format that BellSouth uses when filing its petition for Waiver with the Commission. In the event said floor plans are illegible or more detailed information is required, upon request from Sprint, BellSouth shall provide full-sized, detailed engineering floor plans prior to the tour for the premise in question. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application or as otherwise agreed to by the Parties.

2.4 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition for Waiver with the Commission pursuant to 47 U.S.C. § 251(c)(6) in accordance with applicable Commission requirements. However, in the absence of any Commission requirement, BellSouth will file a Petition for Waiver within thirty (30) calendar days after the date of Denial of Application.

2.5 Waiting List. As new space becomes available, BellSouth will identify the quantity of space available and the type or types of physical collocation that can be accommodated in that space. BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify those CLECs that can be accommodated on said waiting list that space shall become available within sixty (60) calendar days prior to space becoming available, to the extent known, where a waiver has previously been filed. If not known sixty (60) calendar days in advance, BellSouth shall notify carriers on the list within two (2) business days of the determination that space is available. The notification to the CLEC will include the following information: space availability date, which is the date that the subsequently available space becomes subject to Application for physical collocation, the date by which BellSouth must

have received the updated, complete, and correct Application, which is thirty (30) calendar days following the space availability date, and the amount of space that BellSouth has identified as available for the customer. Within thirty (30) calendar days of the Space Availability date, Sprint must notify BellSouth in writing that Sprint wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Sprint does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Sprint from the waiting list. BellSouth will use best efforts to notify the next CLEC on the waiting list of the space availability as soon as practicable so that space availability can be communicated and assigned in an expeditious fashion. Upon request, BellSouth will advise Sprint as to its position on the list. In this scenario, if a CLEC that has been offered newly available space declines such space, BellSouth will use best efforts to notify the next CLEC on the waiting list of the space availability as soon as practicable so that space availability can be communicated and assigned in an expeditious fashion.

2.5.1 In Louisiana, the parties acknowledge that the assignment of space in the event of a successful challenge of a BellSouth space exhaust claim by Sprint is currently before the Commission and agree to modify this Agreement to conform to the orders of said Commission.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 State Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals that are applicable to Sprint that are different than those set forth in this section, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction.

3. Collocation Options

3.1 Cageless. BellSouth shall allow Sprint to collocate Sprint's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow Sprint to have direct access to its equipment and facilities but may require Sprint to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 6. Except where Sprint's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in

conventional equipment rack lineups where technically feasible. For equipment requiring special technical considerations, Sprint must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 5.5 following.

3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of Sprint's equipment and facilities at Sprint's option. Sprint must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications (hereinafter, "BellSouth's Guidelines"), or if there are more stringent applicable requirements, then pursuant to section 1.1.1 and at its sole expense. BellSouth will provide guidelines and specifications upon request. Sprint's BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill Sprint directly for all work performed for Sprint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Sprint must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Sprint's locked enclosure prior to notifying Sprint.

3.2.1 BellSouth has the right to review Sprint's plans and specifications prior to allowing construction to start. Such review shall not unreasonably delay provisioning intervals as specified herein. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and to require Sprint to remove or correct at Sprint's cost any structure that does not meet these BellSouth Guidelines.

3.3 Shared (Subleased) Caged Collocation. Sprint may allow other telecommunications carriers to share Sprint's caged collocation arrangement pursuant to terms and conditions agreed to by Sprint ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Sprint shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Sprint that said agreement imposes upon the Guest(s) the same terms and conditions for collocation space as set forth in this Agreement between BellSouth and Sprint.

3.3.1 Sprint shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring

that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Sprint with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Sprint shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit C. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.3.2 Sprint shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Sprint's Guests in the Collocation Space. Nothing herein shall be construed to require indemnification by a party for the willful misconduct or gross negligence of the other party or, where prohibited by law, indemnification for a party's own negligence or sole negligence and, to the extent such exclusion must be expressly stated the term indemnification as used in this section shall be construed to exclude specifically a party's gross negligence or willful misconduct and a party's own negligence or sole negligence. Where indemnification by a party is permitted for claims arising out of the other party's own negligence but such intention must be expressly stated, the term "indemnify" is used in this section shall include the duty to indemnify for such other party's negligence. Nothing herein shall be construed to require indemnification in excess of that permitted by law and, to the extent any part of this section is found to be invalid or unenforceable, the parties agree that the obligation to indemnify under this Agreement shall be to the fullest extent permitted in the relevant jurisdiction, excluding only such claims as are prohibited therein.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation in controlled environmental vaults or similar structures to be constructed or otherwise procured by Sprint ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, and reasonable safety and maintenance requirements. BellSouth and Sprint will mutually agree on the location of the designated space on the BellSouth property where the adjacent structure, such as a controlled environmental vault or similar structure, will be placed. BellSouth may withhold agreement with respect to a location, which would otherwise be prohibited pursuant to Section 1.1. Neither party shall unreasonably withhold agreement as to any proposed location, provided, however, that it shall be in BellSouth's final discretion as to the location of the adjacent structure. The Adjacent Arrangement shall be constructed or procured by Sprint and in conformance with BellSouth's design and construction specifications in effect at the time the adjacent structure is requested. After the adjacent arrangement is constructed any changes to these specifications will not be binding on Sprint for such already constructed arrangements without Sprint's prior written concurrence. Further, Sprint shall construct, procure, maintain and

operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for Adjacent Collocation.

3.4.1 Should Sprint elect such option, Sprint must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications, or if there are more stringent applicable requirements, then pursuant to section 1.1.1. BellSouth will provide guidelines and specifications upon request.

3.4.2 Sprint's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Sprint's BellSouth Certified Vendor shall bill Sprint directly for all work performed for Sprint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Sprint must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Sprint's locked enclosure prior to notifying Sprint.

3.4.3 BellSouth maintains the right to review Sprint's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's Guidelines. Such review shall not unreasonably delay provisioning intervals as specified herein. BellSouth may require Sprint, at Sprint's sole cost, to correct any deviations from BellSouth's Guidelines found during such inspection(s), as such Guidelines existed at the time the application was accepted by BellSouth. Such corrections may include removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.4 Sprint shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At Sprint's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Sprint's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.4.5 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

3.5 Co-carrier Cross Connect (CCXC). At BellSouth's sole option, BellSouth will provide, or permit Sprint to provide, a connection between the equipment in the collocated spaces of Sprint and any other telecommunications carrier whose

Agreement contains co-carrier cross-connect language. Sprint's use of the collocation space for interconnection with BellSouth or accessing BellSouth's Unbundled Network Elements and using Co-carrier Cross Connects shall be in accordance with the FCC's Fourth Report and Order in Docket No. 98-147. If BellSouth elects to provision the CCXC, the rates, terms and conditions shall be negotiated between the Parties.

3.5.1 If Sprint provisions the CCXC to other telecommunications carriers, such connections to other carriers may be made using either optical or electrical facilities. Sprint may deploy such optical or electrical connections directly between its own facilities and the facilities of the other telecommunications carrier(s) without being routed through BellSouth equipment. Sprint may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Sprint is responsible for ensuring the integrity of the signal.

3.5.2 Sprint shall be responsible for obtaining authorization from the other telecommunications carrier(s) involved. If Sprint provisions the CCXC to other telecommunications carriers, Sprint must use a BellSouth Certified Vendor to place the CCXC in cases where the Sprint equipment and the equipment of the other telecommunications carrier are not located within caged contiguous collocation spaces. There will be a recurring charge per linear foot of common cable support structure used.

3.5.3 In cases where Sprint's equipment and the equipment of the other telecommunications carrier are located in caged contiguous collocation spaces, Sprint shall have the option to deploy the CCXCs between the sets of equipment. Sprint shall have the option of constructing its own dedicated support structure or utilizing BellSouth's common cable support structure. There will be a recurring charge per linear foot of common cable support structure used.

3.5.4 Sprint may order CCXC in its initial Application. In the Application, Sprint must include the type of cross connect facilities to be used, the name of the telecommunications carrier(s) to whom the CCXC is to be routed, and a copy of the authorization from all other telecommunications carriers involved. If Sprint, or Sprint's Guest(s) in a shared arrangement, desires to order CCXC after the Bona Fide Firm Order, Sprint must submit to BellSouth a complete Subsequent Application containing the same CCXC information as required in an initial Application. If Sprint submits a Subsequent Application for CCXC only, the Subsequent Application fee for CCXC as defined in Exhibit C will apply. If Sprint submits a Subsequent Application for CCXCs in addition to other modifications to the Collocation Space, a Subsequent Application Fee will be assessed pursuant to Sections 6.1.2 and 6.1.3.

4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day Sprint's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify Sprint in writing that the Collocation Space is ready for occupancy. Sprint must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) calendar days after receipt of such notice unless otherwise agreed to by the Parties. Sprint must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If Sprint fails to place operational telecommunications equipment in the Collocation Space within one hundred eighty (180) calendar days, unless otherwise agreed to by the Parties, and such failure continues for a period of thirty (30) calendar days after receipt of written notice from BellSouth, then and in that event Sprint's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Sprint with respect to said Collocation Space. Termination of Sprint's rights to the Collocation Space pursuant to this paragraph shall not operate to release Sprint from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, Sprint's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, Sprint may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior notice to BellSouth by submitting an Application. An Application Fee will not apply. Upon termination of such occupancy, Sprint at its expense shall remove its equipment and other property from the Collocation Space. Sprint shall have thirty (30) calendar days from the termination date, or such other period as agreed to by the Parties, to complete such removal, including the removal of all equipment and facilities of Sprint's Guests; provided, however, that Sprint shall continue payment of monthly fees to BellSouth until such date as Sprint has fully vacated the Collocation Space. Should Sprint fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Sprint at Sprint's expense and with no liability for damage or injury to Sprint's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, Sprint shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by Sprint except for ordinary wear and tear. Sprint shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition unless Sprint at its sole discretion sub-leases or otherwise conveys such enclosure.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R> Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must, at a minimum meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards. If BellSouth denies collocation of Sprint's equipment, citing safety standards, BellSouth must provide to Sprint within five (5) business days of the denial a list of all equipment that BellSouth locates within the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends Sprint's equipment fails to meet.

5.1.3 Sprint shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Sprint submits an application for terminations that

exceed the total capacity of the collocated equipment, Sprint will be informed of the discrepancy and will be required to submit a revision to the application.

5.1.4 Sprint shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

5.1.5 Sprint shall place a plaque or other identification affixed to Sprint's equipment necessary to identify Sprint's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. Sprint may elect to place Sprint-owned or Sprint-leased fiber entrance facilities into the Collocation Space. The Parties will discuss the proposed point of entrance in an attempt to mutually agree upon a point of entrance provided, however, that it will be in BellSouth's final discretion to designate the point of entrance in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. Sprint will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Sprint will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to Sprint's equipment in the Collocation Space. In the event Sprint utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Sprint must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Sprint is responsible for maintenance of the entrance facilities. At Sprint's option, BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions referenced in Attachment 4C of this Agreement. In Florida, in the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available. Where dual entrance does not exist, or there is a lack of capacity, BellSouth will construct such dual entrance upon Sprint's request, where technically feasible and at Sprint's sole expense. Such construction will be considered an extraordinary modification and charges for such construction shall be assessed accordingly on an individual case basis. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Sprint with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available, BellSouth will make the requested conduit space available for installing a second entrance facility to Sprint's arrangement. The Parties will discuss the proposed location of the serving manhole(s) in an attempt to mutually agree upon a point of entrance provided, however, that it will be in BellSouth's final discretion as to the location of the serving

manhole. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. Sprint may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another Sprint collocation arrangement within the same BellSouth Central Office. Sprint must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Sprint-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should Sprint request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to Sprint by BellSouth, Sprint shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.4 Demarcation Point. In Alabama, Georgia, Mississippi and South Carolina, BellSouth will designate the point(s) of demarcation between Sprint's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Sprint shall be responsible for providing, and Sprint's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.8. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Sprint's option and expense, a Point of Termination (POT) bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. Sprint must make arrangements with a BellSouth certified vendor for such placement.

5.4.1 Demarcation Point (Florida). At Sprint's expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space in Sprint's designated equipment line-up, and shall serve as the demarcation point, provided that BellSouth has twenty-four (24) hours a day, seven (7) days a week unrestricted access for purposes of testing and maintenance. BellSouth will identify each cable extension (i.e., T-1, T-3, DSO) by correctly stenciling and labeling each cable extension as to its corresponding

termination point(s) on the BellSouth network frame or bay. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, except as provided above, and may self-provision cross-connects that may be required within the collocation space to activate service requests. This demarcation point arrangement shall be utilized unless otherwise agreed to by the Parties.

5.4.2 Demarcation Point (Tennessee). BellSouth will designate the point(s) of demarcation between Sprint's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. The demarcation point shall be a Sprint provided Point of Termination Bay (POT Bay) in a common area within the Premises. BellSouth will make a good faith effort to locate Sprint's POT Bay as close to Sprint's collocation space as technically feasible. In all cases BellSouth will make the final determination of the specific location. Sprint shall be responsible for providing, and a supplier certified by BellSouth ("Sprint's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between Sprint's collocation space and the demarcation point. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.

5.4.3 **For Louisiana and North Carolina , the parties acknowledge that demarcation point issues including who selects the demarcation point, the location of the demarcation point and whether a POT bay can be utilized as a demarcation point are currently before the applicable Commissions and agree to modify this Agreement to conform to the orders of said Commissions.**

5.4.3.1 **Until such time, the Parties agree that for Sprint's caged collocation Spaces in Louisiana and North Carolina the demarcation point shall be a POT bay located at the perimeter of the Sprint Collocation Space. For Sprint's cageless collocation spaces in Louisiana and North Carolina, the demarcation point shall be determined as set forth in Section 5.4.**

5.5 Sprint's Equipment and Facilities. Sprint, or if required by this Attachment, Sprint's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Sprint. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

5.6 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Sprint when access to the Collocation Space is required. Sprint may elect to

be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Sprint will not bear any of the expense associated with this work.

5.7 Access. Pursuant to Section 11, Sprint shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Sprint agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agent provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Sprint agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Sprint employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Sprint or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.8 Lost or Stolen Access Keys. Sprint shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings as a result of an Access Key(s) lost or not returned by Sprint, Sprint shall pay for all reasonable and demonstrative costs associated with the re-keying.

5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Sprint violate the provisions of this paragraph, BellSouth shall give written notice to Sprint, which notice shall direct Sprint to cure the violation within forty-eight (48) hours of Sprint's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If Sprint fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Sprint's equipment. BellSouth will endeavor, but is not required, to provide notice to Sprint prior to taking such action and shall have no liability to Sprint for any damages arising from such action, except to the extent that such action by BellSouth constitutes gross negligence or willful misconduct.

5.10 Personalty and its Removal. Subject to requirements of this Attachment, Sprint may place or install in or on the Collocation Space such facilities and equipment, including

storage for and spare equipment**,** as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Sprint in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Sprint at any time. Any damage caused to the Collocation Space by Sprint's employees, agents or representatives during the removal of such property shall be promptly repaired by Sprint at its expense.

5.11 Alterations. In no case shall Sprint or any person acting on behalf of Sprint make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Sprint.

5.12 Janitorial Service. Sprint shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and, if necessary, shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Application for Space. Sprint shall submit an application document when Sprint or Sprint's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For Sprint or Sprint's Guest(s) initial equipment placement, Sprint shall submit to BellSouth a complete and accurate Physical Expanded Interconnection Application Document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit C. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Sprint's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application (All states except Tennessee). In the event Sprint or Sprint's Guest(s) desire to modify the use of the Collocation Space, Sprint shall complete an Application document detailing all information regarding the modification to the Collocation Space. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Sprint in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by Sprint for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent

application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required. The fee for an application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure assessment, the full Application Fee Charge for the appropriate state shall apply. BellSouth shall provide a detailed explanation of the charges exceeding the minimum Subsequent Application Fee costs upon request. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit C, the outstanding balance shall be due by Sprint within 30 calendar days following Sprint's receipt of a bill or invoice from BellSouth**.**

6.1.3 Subsequent Application(Tennessee). In Tennessee, in the event Sprint or Sprint's Guest(s) desire to modify the use of the Collocation Space, Sprint shall complete an Application document detailing all information regarding the modification to the Collocation Space. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Sprint in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by Sprint for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent application does not require assessment for provisioning or construction work by BellSouth, no Planning Fee will be required. All other modifications shall require a Planning Fee assessed at the applicable Planning Fee rate in Exhibit C to this Attachment.

6.1.4 Subsequent Application for Power Reduction. If SPRINT submits a Subsequent Application for power reduction only, the Subsequent Application fee for power reduction or to reduce BDFB fused positions as set forth in Exhibit C will apply.

6.2 Application Response.

6.2.1 In Georgia and Mississippi, when space has been determined to be available, BellSouth will provide a comprehensive written response ("Application Response") within thirty (30) calendar days of receipt of a complete application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee and the space preparation fees, as described in Section 7.

6.2.2 In Alabama, Kentucky, and North Carolina, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.2.3 In South Carolina, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.2.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable Sprint to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When Sprint submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.2.5 In Louisiana, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.2.6 In Tennessee, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.3 Bona Fide Firm Order.

6.3.1 Except as otherwise provided, Sprint shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Sprint to complete the

Application/Inquiry process described in Subsection 6.1, preceding, and submit the Physical Expanded Interconnection Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to Sprint's Application/Inquiry.

6.3.2 In Alabama, Kentucky, and North Carolina, Sprint shall indicate its intent to proceed with equipment installation in a Company Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to the Company. A Firm Order shall be considered Bona Fide when Sprint has completed the Application/Inquiry process described in Section 6.1, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by the Company. The Bona Fide Firm Order must be received by the Company no later than five (5) business days after the Company's Application Response to Sprint's Bona Fide Application.

6.3.3 If Sprint makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth. Such re-evaluation of an application shall be completed promptly by BellSouth but in no event shall exceed the Application Response intervals as set forth in Section 6.2. Where such changes requested do not require assessment for provisioning and construction work by BellSouth, no Subsequent Application Fee will required. If BellSouth needs to reevaluate Sprint's application as a result of changes requested by Sprint to Sprint's original application, and the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth), BellSouth may charge Sprint a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Sprint to resubmit the application with an application fee.

6.3.4 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Sprint's Bona Fide Firm Order with a Firm Order Confirmation containing the firm order date within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received.

6.3.5 BellSouth will permit one accompanied site visit to Sprint's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Sprint. Such accompanied site visits and associated charges will not apply subsequent to Sprint's completion of BellSouth Security Training requirements.

6.3.6 Sprint must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a

minimum of 30 calendar days prior to the date Sprint desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Sprint may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. For access requests subsequent to the accompanied site visit permitted in 6.3.2 above but prior to approval of Sprint's Access Control Request Form, BellSouth shall permit Sprint to access the Collocation Space accompanied by a security escort at Sprint's expense. Sprint must request escorted access at least three (3) business days prior to the date such access is desired, unless otherwise agreed to by the Parties.

6.4 Construction and Provisioning Interval.

6.4.1 In Alabama (Caged Only), Kentucky, and North Carolina, BellSouth will complete construction of collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, major Company equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Sprint submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Sprint submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Sprint submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Sprint at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. BellSouth will use its best efforts to minimize the additional time required to condition collocation space and will inform Sprint of the time estimates as soon as possible.

6.4.1.1 To be considered a timely and accurate forecast, Sprint must submit to the Company the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Service Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.

6.4.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary

conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

6.4.3 In Georgia and Mississippi, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Sprint or seek a waiver from this interval from the Commission.

6.4.4 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Sprint cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, BellSouth may seek an extension from the Florida PSC.

6.4.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order for an initial request, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for

ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may elect to renegotiate an alternative provisioning interval with Sprint or seek a waiver from this interval from the Commission.

6.4.6 In South Carolina, BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than ninety (90) calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

6.4.7 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of 90 calendar days from receipt of an Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and Sprint installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the TRA order setting intervals for cageless collocation in Tennessee, the following conditions must apply: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned space is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.

6.4.8 Augments are defined as changes to collocation space after initial space completion ("Augmentation").

6.4.8.1 In Florida, upon receipt of a Bona Fide Firm Order, BellSouth will complete Augments within forty (45) calendar days. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Sprint cannot agree upon a completion date, BellSouth may seek an extension from the Florida PSC by giving written notice to the Florida PSC within thirty (30) calendar days from date BellSouth receives the Bona Fide Firm Order from Sprint.

6.4.8.2 In Georgia, BellSouth will complete simple augments, such as the placement of additional AC convenience outlets, or only a fuse change for additional DC power, within twenty (20) days from BellSouth's receipt of Sprint's Bona Fide Firm Order. For minor augments, such as interconnection cabling arrangements where the

infrastructure exists, BellSouth will complete said augments within forty-five (45) days from the receipt of the application Sprint's Bona Fide Firm Order. The interval for intermediate augments, consisting of additional interconnect panels/blocks, cabling DC Power arrangements, where minor infrastructure work is required, shall be sixty (60) days from BellSouth's receipt of Sprint's Bona Fide Firm Order. Within sixty (60) days of the execution of this agreement, the Parties shall meet to determine the specific augmentations that shall be included in the augmentation provisioning categories noted above (i.e., simple augments, minor augments and intermediate augments). If the Parties are unable to reach agreement, the Parties shall utilize the Dispute Resolution procedures set forth in Section 14 of the General Terms and Conditions of this Agreement.

6.4.8.3 In Louisiana, BellSouth will complete Augmentation requests within sixty (60) calendar days from the receipt of a Bona Fide Firm Order.

6.4.8.4 For North Carolina, the parties acknowledge that the issue as to whether BellSouth should be willing to commit to specific completion intervals for specific types of additions and augmentations to the collocation space is currently before the Commission and agree to modify this Agreement to conform to the orders of said Commission.

6.5 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Sprint will commence within a maximum of fifteen (15) business days from BellSouth's receipt of a Bona Fide Firm Order. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to Sprint during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.6 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within seven (7) business days of the completion of finalized construction designs and specifications.

6.7 Acceptance Walk Through. Sprint and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Sprint. BellSouth will correct any deviations to Sprint's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.8 Use of Certified Vendor. Sprint shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, Sprint must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power

equipment. BellSouth shall provide Sprint with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing Sprint's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Sprint upon successful completion of installation. The Certified Vendor shall bill Sprint directly for all work performed for Sprint pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Sprint or any vendor including Original Equipment Manufacturers (OEMS) proposed by Sprint.

6.9 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Sprint shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Sprint's Collocation Space. Upon request, BellSouth will provide Sprint with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Sprint. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

6.10 Basic Telephone Service. Upon request of Sprint, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.11 Space Preparation.

6.11.1 Unless otherwise specified, Space Preparation Fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Sprint opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Sprint as prescribed in Section 7.

6.11.2 In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of $100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event Sprint opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Sprint as prescribed in Section 7.

6.11.3 In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal –48V DC ampere requirements specified by Sprint on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Sprint opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Sprint as described in Section 7.

6.12 Virtual Collocation Transition.

6.12.1 In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, Sprint may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Sprint, such information will be provided to Sprint in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Sprint within 180 days of BellSouth's written denial of Sprint's request for physical collocation, and (ii) Sprint was not informed in the written denial that physical collocation space would become available within such 180 days, then Sprint may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Sprint must arrange with a BellSouth certified vendor for the relocation of equipment if required from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.12.2 BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where the arrangement conforms with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; and (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth.

6.12.3 In Florida, for conversions from virtual collocation arrangements to physical collocation arrangements that do not require relocation, Sprint shall pay a charge for the administrative, billing, and engineering record updates.

6.12.4 In Georgia and Tennessee, Sprint shall pay the Virtual to Physical Application Fee asset forth in Exhibit C.

6.12.5 In Louisiana, the parties acknowledge that the issue as to whether there are situations where Sprint should be permitted to convert in place when transitioning from a virtual collocation arrangement to a cageless physical collocation is currently an issue before the Commission and agree to modify this Agreement to conform to the orders of said Commission.

6.13 Cancellation. If, at anytime, Sprint cancels its order for the Collocation Space(s), Sprint will reimburse BellSouth for any reasonable and demonstrative expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Sprint would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.14 Licenses. Sprint, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. Rates and Charges

7.1 Recurring Charges. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due within 30 days of the bill date.

7.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber cable placed.

7.3 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Sprint's equipment. When the Collocation Space is enclosed, Sprint shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Sprint shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where technically feasible. In the event Sprint’s collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Sprint shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation

Space for occupancy or on the date Sprint first occupies the Collocation Space, whichever is sooner.

7.4 Power. BellSouth shall supply –48 Volt (-48V) DC power for Sprint's Collocation Space within the Premises and shall make available AC power at Sprint's option for Adjacent Arrangement collocation. Recurring charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Sprint's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by Sprint's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by Sprint's certified power vendor. Sprint's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. The non-recurring construction charge for construction of additional DC power plant or upgrade of the existing DC power plant in a Central Office as a result of Sprint's request to collocate in that Central Office ("Power Plant Construction"), will be assessed per the nominal –48V DC ampere requirements specified by Sprint on the physical collocation application. BellSouth reserves the right to monitor actual usage to verify accuracy of Sprint's power requirements. Sprint shall pay its pro-rata share of costs associated with the Power Plant Construction, including but not limited to, standby AC plant elements, DC power plant elements, and the Battery Distribution Fuse Bay (BDFB), where applicable. The pro-ration shall be based on the cost of providing one (1) ampere of DC power multiplied by the nominal drain requirements indicated by Sprint in its physical collocation application. If Sprint does not require power feeders from a BDFB, the BDFB component will not be applied to the power plant construction charge. If Sprint requires power feeders from both a BellSouth power board and a BellSouth BDFB, the power plant construction charge will include all three components for the amount of nominal current fed from the BDFB, but will only include the standby AC and DC power plant components for the amount of nominal current fed from the power board. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) StandardGR-63-CORE. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. Sprint shall pay BellSouth one-half of its pro-rata share of the estimated Power Plant Construction costs prior to commencement of the work. Sprint shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Sprint has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's Guidelines. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Attachment Sprint shall have the right to

remove its equipment from the power plant room, but shall otherwise leave the room intact.

7.4.1 Sprint is responsible for contracting with a BellSouth certified vendor for power distribution feeder cable runs from a BellSouth BDFB or power board to Sprint's equipment. When obtaining power from a BellSouth BDFB or miscellaneous fuse positions on a BellSouth power board, power cables must be engineered, furnished and installed by Sprint using a BellSouth certified power vendor. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The certified vendor contracted by Sprint must provide BellSouth a copy of the engineering power specifications prior to the Commencement Date. BellSouth will provide the power feeder cable support structure between the BellSouth BDFB or power board and Sprint's arrangement area. Sprint shall contract a BellSouth certified vendor who will be responsible for the following: power cable support structure within Sprint's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a certified power vendor. Sprint shall comply with all applicable National Electric Code (NEC), BellSouth TR-73503, BellCore (Telcordia) and ANSI Standards regarding power cabling.

7.4.2 If Sprint elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Sprint's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Service Panel, protection devices and power cables must be engineered (sized), and installed by Sprint's certified vendor except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Sprint's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At Sprint's option, Sprint may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.4.3 SPRINT may order a reduction in the amount of power or reduce fused positions on BellSouth's BDFB that BellSouth is providing to SPRINT. SPRINT must submit a Subsequent Application. If SPRINT submits a Subsequent Application for power reduction only, the Subsequent Application fee for power reduction or to reduce BDFB fused positions as set forth in Exhibit C will apply. If SPRINT submits a Subsequent Application for power reduction or to reduce BDFB fused positions in addition to other modifications to the Collocation Space, a Subsequent Application will be assessed pursuant to Section 6.1.2. SPRINT must maintain at least ten (10) amps of power to the Collocation Space at all times.

7.4.3.1 If the power reduction involves the retermination of SPRINT's power from BellSouth's main power board to a BellSouth provided BDFB, immediately after the

BellSouth Certified Supplier abolishes the connection from the BellSouth main power board to the Collocation Space, Sprint must, at its own expense, have a BellSouth Certified Supplier remove SPRINT's power cable(s) from BellSouth's cable support structure the entire length from SPRINT's Collocation Space to BellSouth's main power board.

7.5 Security Escort. A security escort will be required whenever Sprint or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.3.5 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit C.

7.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission. 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 14 of the General Terms and Conditions.

7.6.1 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within ninety (90) days, 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 14 of the General Terms and Conditions 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.

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

7.7 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). Sprint will pay a late payment charge of the rate permitted by

law assessed monthly on any balance which remains unpaid after the payment due date.

7.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth's systems

8. Insurance

8.1 Sprint shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 Sprint shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

8.2.3 Sprint may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 All policies purchased by Sprint shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to the Premises and shall remain in effect for the term of this Attachment or until all Sprint's property has been removed from the Premises, whichever period is longer. If Sprint fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Sprint.

8.4 Sprint shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Sprint shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Sprint's insurance company. Sprint shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
600 N. 19th Street, 18B3
Birmingham, Alabama 35203

8.5 Sprint must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.6 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. Mechanics Liens

9.1 Each Party must keep the property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of that Party. If any liens are filed against the property, or any improvements thereon, as a result of the acts or omissions of a Party, or that of the Party's employees, agents, or contractors, such Party must discharge the lien within thirty (30) days or furnish a bond in accordance with law within thirty (30) days of the date such Party receives written notice that the lien has been filed. If a Party fails to discharge the lien or provide a bond as required by this section, then, in addition to any other right or remedy, the other Party may, at such other Party's election, discharge the lien by:

- paying the amount claimed to be due; or
- obtaining the discharge by deposit with a court or a title company; or
- furnishing a bond conditioned upon the discharge of said lien.

Sprint will defend and indemnify BellSouth from and against any lien enforcement action, defend and indemnify BellSouth for direct costs, including payments to contractors, costs of deposits or bond costs, as well as any attorney's fees expended by BellSouth as a result of Sprint's failure to fulfill Sprint's obligations under this section.

BellSouth will defend and indemnify Sprint from and against any lien enforcement action, and defend and indemnify Sprint for direct costs, including payments to contractors, costs of deposits or bond costs, as well as any attorney's fees expended by Sprint as a result of BellSouth's failure to fulfill BellSouth's obligations under this section.

10. Inspections

10.1 BellSouth shall conduct an inspection of Sprint's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Sprint's equipment and equipment of BellSouth. Such inspection shall not unreasonably delay the activation of facilities between Sprint's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Sprint adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Sprint with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for its own employees or for authorized contractors. Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of Sprint will be permitted in the BellSouth Premises. Sprint shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Sprint name. BellSouth reserves the right to remove from its premises any employee of Sprint not possessing identification issued by Sprint. Sprint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Sprint shall be solely responsible for ensuring that any Guest of Sprint is in compliance with all subsections of this Section 11.

11.1.1 Sprint will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Sprint employee being considered for work on the BellSouth Premises, for the states/counties where the Sprint employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

11.1.2 Sprint will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 Sprint shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Sprint shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Sprint personnel who have been identified to have misdemeanor criminal convictions, except for misdemeanor traffic violations. Notwithstanding the foregoing, in the event that Sprint chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Sprint may,

in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

11.1.4 For each Sprint employee requiring access to a BellSouth Premises pursuant to this agreement, Sprint shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Sprint will disclose the nature of the convictions to BellSouth at that time. In the alternative, Sprint may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

11.1.5 At BellSouth's request, Sprint shall promptly remove from the BellSouth Premises any employee of Sprint BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth, 1) if it is established and mutually agreed in good faith that Sprint's employees are responsible for the alleged act, or 2) prior to the initiation of an investigation in the event that an employee of Sprint is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

11.2 Notification to BellSouth. BST reserves the right to interview Sprint's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Sprint's Security contact of such interview. Sprint and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Sprint's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Sprint for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Sprint's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Sprint for BellSouth property which is stolen or damaged where an investigation determines the culpability of Sprint's employees, agents, or contractors and where Sprint agrees, in good faith, with the results of such investigation. Sprint shall notify BellSouth in writing immediately in the event that Sprint discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Sprint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.5 Full compliance with the Security requirements of this section shall in no way limit the liability of either Party to the other for the improper actions of its employees that would otherwise exist pursuant to this Agreement or applicable law.

12. Destruction of Collocation Space

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Sprint's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Sprint's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to Sprint, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Sprint may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Sprint's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Sprint. Where allowed and where practical, Sprint may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Sprint shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Sprint's permitted use, until such Collocation Space is fully repaired and restored and Sprint's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Sprint has placed an Adjacent Arrangement pursuant to section 3.4, Sprint shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein.

Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Sprint shall each have the right to terminate this Attachment and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

14. Nonexclusivity

14.1 Sprint understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ATTACHMENT 4A

VIRTUAL COLLOCATION

Section 1. Introduction

Virtual Collocation will be provided by BellSouth pursuant to and in accordance with the applicable state tariff or in the absence of a state tariff, in accordance with the FCC Tariff No. 1 unless otherwise specified in this Agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Sprint may purchase 2-wire and 4-wire cross-connects as set forth in Exhibit C of Attachment 4, and Sprint may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1 of Attachment 4.

Section 2. Virtual Collocation

BellSouth will complete construction and provisioning of virtual collocation arrangements as soon as possible and within a maximum of 60 calendar days from receipt of a complete and accurate Bona Fide Firm Order.

Section 3. Virtual Collocation Rates

The rates for Virtual Collocation shall be as set forth in Exhibit C.

REMOTE SITE PHYSICAL COLLOCATION

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Sprint is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to Section 4. All the negotiated rates, terms and conditions set forth in this Attachment pertain to Remote Site Collocation and the provisioning of Remote Collocation Space.

1.2 Right to occupy. BellSouth shall offer to Sprint Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules and orders of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to Sprint a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by Sprint and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for Remote Site collocation at BellSouth remote locations other than those specified above.

1.2.1 Space Reservation. BellSouth and Sprint may reserve floor space for their own specific uses for a two-year period, except in Florida, where the period shall be eighteen (18) months. Except as otherwise provided, upon denial of a Sprint request for physical collocation, BellSouth shall provide to the Commission justification for the reserved space based on what is currently required by and provided to the applicable Commission. BellSouth shall remove obsolete unused equipment from the premises according to its scheduled date for such removal. BellSouth shall, upon request from Sprint, remove obsolete unused equipment from its premises prior to BellSouth's scheduled removal of such equipment, to make available the amount of space requested for collocation by Sprint. There will be no additional cost for such removal of obsolete and unused equipment over and above the Space Preparation Charges assessed for said collocation space. Consistent with FCC Rule 51.323(f)(5), BellSouth shall relinquish any space held for future use prior to denying a Sprint request for virtual collocation unless BellSouth proves to the Commission that virtual collocation at that point is not technically feasible. Neither BellSouth nor any of

BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.2.1.1 For Tennessee, upon denial of a Sprint request for physical collocation, BellSouth shall provide justification for the reserved space to Sprint based on a demand and facility forecast which includes, but is not limited to, three to five years of historical data and forecasted growth, in twelve month increments, by functional type of equipment (e.g., switching, transmission, power, etc.). In estimating the space requirement for growth, BellSouth shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forward looking technology as it relates to switching, power, MDF and DCS. BellSouth shall not reserve active space that is supported by existing telecommunications infrastructure without growth forecasts to support such reservation. BellSouth shall disclose to Sprint the space it reserves for its own future growth and for its interLATA, advanced services, and other affiliates upon request and in conjunction with a denial of Sprint's request for physical collocation, subject to appropriate proprietary protections.

1.2.1.2 **For Louisiana , the parties acknowledge that the information BellSouth should provide to Sprint in order to justify its reserved space in the event of a denial, including the disclosure of space BellSouth has reserved for its interLATA, advanced services and other affiliates is currently an issue before the Commission and agree to modify this Agreement to conform to the orders of said Commission.**

1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies Sprint that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Sprint's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Sprint. Sprint agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Sprint. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for Sprint as above, Sprint shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Sprint in obtaining such permission.

1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. Sprint will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission..

1.5 Use of Space. Sprint shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Sprint's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, Sprint may at its option, place Sprint-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, in Georgia, Kentucky and Tennessee Sprint may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by Sprint pursuant to section 5.6 following. The Collocation Space may be used for any purpose consistent with effective FCC and state Commission Orders or as authorized in writing by BellSouth.

1.6 Rates and charges. Sprint agrees to pay the rates and charges identified in Exhibit C attached hereto.

1.7 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.

1.8 Due Dates. Except in Georgia, if any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

2. Space Notification

2.1 Availability of Space. BellSouth will permit Sprint to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth is prepared to demonstrate to the State Commission pursuant to Section 2.4 that there is no space available due to space limitations or no space available due to technical infeasibility. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar as to whether the Application is Bona Fide ("Bona Fide") and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Additionally, BellSouth shall notify Sprint as to whether space is available or not available within a BellSouth Premises. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 6.6.5 or Section 6.6.5.1 shall apply, or BellSouth may elect to deny space in accordance with this section in which case Virtual or Adjacent Collocation options may be available. If the amount of space requested is not available, BellSouth will notify Sprint of the amount of space that is available.

2.1.1 In Florida, BellSouth shall respond within fifteen (15) calendar days from receipt of an application.

2.2 Reporting. Upon request from Sprint, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from Sprint for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI")code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. To obtain a CLLI code for a remote site directly from BellSouth, Sprint should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Sprint should complete all the requested information and submit the Request with the applicable fee, set forth in Exhibit C, to BellSouth.

2.2.2 Upon request, BellSouth will provide Sprint with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal. In Georgia, BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a Sprint request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by Sprint, up to a maximum of thirty (30) wire centers per Sprint request per month and up to for a maximum of 120 wire centers total per month for all CLECs; and (iii) Sprint agrees to pay the costs incurred by BellSouth in providing the information.

2.2.2.1 In all states other than Georgia, until BellSouth completes development of the process needed to provide this information, BellSouth will use best efforts to provide the above information to Sprint within thirty (30) calendar days of a Sprint request subject to the information request conditions described in 2.2.2. If BellSouth finds that it will be unable to meet this interval, said interval shall be negotiated on a case-by-case basis at the time Sprint requests said information.

2.2.3 BellSouth will respond to a request for a report regarding space availability for a particular BellSouth Premise in accordance with the following intervals from receipt of such request. BellSouth will respond in ten (10) calendar days to requests for a space availability report in the top 100 MSAs. For those requests that do not fall within the top 100 MSAs, BellSouth will respond in ten (10) calendar days to such a request when the request includes up to and including ten (10) BellSouth Premises locations within the same State. BellSouth will respond within fifteen (15) calendar days to the

request for the eleventh to fifteenth locations within the same State. BellSouth will respond within twenty (20) calendar days to the request for the sixteenth to twentieth locations within the same State. When Sprint requests greater than twenty (20) locations within a State, BellSouth's time for response will increase in a similar five calendar day intervals for the additional five locations requested (e.g. twenty-five (25) days for twenty-first to twenty-fifth locations; thirty (30) days for twenty-sixth to thirtieth locations, etc.)

2.3 Denial of Application. After notifying Sprint that BellSouth has no available space in the requested Remote Site Location ("Denial of Application"), BellSouth will allow Sprint, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application, or as otherwise agreed to by the Parties.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6) in accordance with applicable Commission requirements. However, in the absence of any Commission requirement BellSouth will file a petition for waiver within thirty (30) calendar days after the date of denial of application.

2.5 Waiting List. As new space becomes available, BellSouth will identify the quantity of space available and the type or types of physical collocation that can be accommodated in that space. BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify those CLECs that can be accommodated on said waiting list that space shall become available within sixty (60) calendar days prior to space becoming available, to the extent known, where a waiver has previously been filed. If not known sixty (60) calendar days in advance, BellSouth shall notify carriers on the list within two (2) business days of the determination that space is available. The notification to the CLEC will include the following information: space availability date, which is the date that the subsequently available space becomes subject to Application for physical collocation, the date by which BellSouth must have received the updated, complete, and correct Application, which is thirty (30) calendar days following the space availability date, and the amount of space that BellSouth has identified as available for the customer. Within thirty (30) calendar days of the Space Availability date, Sprint must notify BellSouth in writing that Sprint wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Sprint does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Sprint from the waiting list. BellSouth will use best efforts to notify the next CLEC on the waiting list of the space availability as soon as practicable so that space availability can be communicated and assigned in an expeditious fashion.

Upon request, BellSouth will advise Sprint as to its position on the list. In this scenario, if a CLEC that has been offered newly available space declines such space, BellSouth will use best efforts to notify the next CLEC on the waiting list of the space availability as soon as practicable so that space availability can be communicated and assigned in an expeditious fashion.

2.5.1 **In Louisiana, the parties acknowledge that the assignment of space in the event of a successful challenge of a BellSouth space exhaust claim by Sprint is currently before the Commission and agree to modify this Agreement to conform to the orders of said Commission.**

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 State Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals that are applicable to Sprint that are different than those set forth in this section, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction.

3. Collocation Options

3.1 Cageless. BellSouth shall allow Sprint to collocate Sprint's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Sprint to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments pursuant to Section 6. For equipment requiring special technical considerations, Sprint must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.9 following. Subject to space availability and technical feasibility, at Sprint's option, Sprint may enclose its equipment.

3.2 Shared (Subleased) Collocation. Sprint may allow other telecommunications carriers to share Sprint's Remote Site collocation arrangement pursuant to terms and conditions agreed to by Sprint ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Sprint shall notify

BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution unless as otherwise agreed to, and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Sprint that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Sprint.

3.2.1 Sprint shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Sprint with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Sprint shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit C. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.2.2 Sprint shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Sprint's Guests in the Collocation Space. Nothing herein shall be construed to require indemnification by a party for the willful misconduct or gross negligence of the other party or, where prohibited by law, indemnification for a party's own negligence or sole negligence and, to the extent such exclusion must be expressly stated the term indemnification as used in this section shall be construed to exclude specifically a party's gross negligence or willful misconduct and a party's own negligence or sole negligence. Where indemnification by a party is permitted for claims arising out of the other party's own negligence but such intention must be expressly stated, the term "indemnify" is used in this section shall include the duty to indemnify for such other party's negligence. Nothing herein shall be construed to require indemnification in excess of that permitted by law and, to the extent any part of this section is found to be invalid or unenforceable, the parties agree that the obligation to indemnify under this Agreement shall be to the fullest extent permitted in the relevant jurisdiction, excluding only such claims as are prohibited therein.

3.3 Adjacent Collocation. BellSouth will provide adjacent collocation in controlled environmental vaults or similar structures to be constructed or otherwise procured by Sprint ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, and reasonable safety and maintenance requirements. BellSouth and Sprint will mutually agree on the location of the designated space on the BellSouth property where the adjacent structure, such as a controlled environmental vault or similar structure, will be placed. BellSouth may

withhold agreement with respect to a location which would otherwise be prohibited pursuant to Section 1.1. Neither party shall unreasonably withhold agreement as to any proposed location, provided, however, that it shall be in BellSouth's final discretion as to the location of the adjacent structure. The Adjacent Arrangement shall be constructed or procured by Sprint and in conformance with BellSouth's design and construction specifications in effect at the time the adjacent structure is requested. After the adjacent arrangement is constructed any changes to these specifications will not be binding on Sprint for such already constructed arrangements without Sprint's prior written concurrence. Further, Sprint shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for Adjacent Collocation.

3.3.1 Should Sprint elect such option, Sprint must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications, or if there are more stringent applicable requirements, then pursuant to section 1.1.1. BellSouth will provide guidelines and specifications upon request.

3.3.2 Sprint's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Sprint's BellSouth Certified Vendor shall bill Sprint directly for all work performed for Sprint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Sprint must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Sprint's locked enclosure prior to notifying Sprint.

3.3.3 BellSouth maintains the right to review Sprint's plans and specifications prior to construction of an Remote Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's Guidelines. Such review shall not unreasonably delay provisioning intervals as specified herein. BellSouth may require Sprint, at Sprint's sole cost, to correct any deviations from BellSouth's Guidelines found during such inspection(s), as such Guidelines existed at the time the application was accepted by BellSouth. Such corrections may include removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.3.4 Sprint shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At Sprint's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation

arrangement. Sprint's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.3.5 BellSouth shall allow Shared (Subleased) Caged Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

3.4 Co-carrier Cross Connect (CCXC). At BellSouth's sole option, BellSouth will provide, or permit Sprint to provide, a connection between the equipment in the collocated spaces of Sprint and any other telecommunications carrier whose Agreement contains co-carrier cross-connect language. Sprint's use of the collocation space for interconnection with BellSouth or accessing BellSouth's Unbundled Network Elements and using Co-carrier Cross Connects shall be in accordance with the FCC's Fourth Report and Order in Docket No. 98-147. If BellSouth elects to provision the CCXC, the rates, terms and conditions shall be negotiated between the Parties.

3.4.1 If Sprint provisions the CCXC to other telecommunications carriers, such connections to other carriers may be made using either optical or electrical facilities. Sprint may deploy such optical or electrical connections directly between its own facilities and the facilities of the other telecommunications carrier(s) without being routed through BellSouth equipment. Sprint may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Sprint is responsible for ensuring the integrity of the signal.

3.4.2 Sprint shall be responsible for obtaining authorization from the other telecommunications carrier(s) involved. If Sprint provisions the CCXC to other telecommunications carriers, Sprint must use a BellSouth Certified Vendor to place the CCXC in cases where the Sprint equipment and the equipment of the other telecommunications carrier are not located within caged contiguous collocation spaces. There will be a recurring charge per linear foot of common cable support structure used.

3.4.3 In cases where Sprint's equipment and the equipment of the other telecommunications carrier are located in caged contiguous collocation spaces, Sprint shall have the option to deploy the CCXCs between the sets of equipment. Sprint shall have the option of constructing its own dedicated support structure or utilizing BellSouth's common cable support structure. There will be a recurring charge per linear foot of common cable support structure used.

3.4.4 Sprint may order CCXC in its initial Application. In the Application, Sprint must include the type of cross connect facilities to be used, the name of the telecommunications carrier(s) to whom the CCXC is to be routed, and a copy of the authorization from all other telecommunications carriers involved. If Sprint, or Sprint's Guest(s) in a shared arrangement, desires to order CCXC after the Bona Fide

Firm Order, Sprint must submit to BellSouth a complete Application containing the same CCXC information as required in an initial Application.

4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day Sprint's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify Sprint in writing that the Remote Collocation Space is ready for occupancy. Sprint must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, Sprint's telecommunications equipment will be deemed operational when connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, Sprint may terminate occupancy in a particular Remote Collocation Space by submitting an Application providing thirty (30) calendar days prior notice to BellSouth. An Application Fee will not apply. Upon termination of such occupancy, Sprint at its expense shall remove its equipment and other property from the Remote Collocation Space. Sprint shall have thirty (30) calendar days from the termination date or such other period as agreed to by the parties to complete such removal, including the removal of all equipment and facilities of Sprint's Guests; provided, however, that Sprint shall continue payment of monthly fees to BellSouth until such date as Sprint has fully vacated the Remote Collocation Space. Should Sprint or Sprint's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Sprint or Sprint's Guest at Sprint's expense and with no liability for damage or injury to Sprint or Sprint's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, Sprint shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Sprint except for ordinary wear and tear unless otherwise agreed to by the Parties. Sprint shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition, unless Sprint at its own sole discretion subleases or otherwise conveys such enclosure.

5. Use of Remote Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or

useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to the Act and applicable state and federal law.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards. If BellSouth denies collocation of Sprint's equipment, citing safety standards, BellSouth must provide to Sprint within five business days of the denial a list of all equipment that BellSouth locates within the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends Sprint's equipment fails to meet.

5.1.2 Sprint shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

5.1.3 Sprint shall place a plaque or other identification affixed to Sprint's equipment necessary to identify Sprint's equipment, including a list of emergency contacts with telephone numbers.

5.1.4 All Sprint equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures." Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the remote collocation site. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

5.2 Entrance Facilities. Sprint may elect to place Sprint-owned or Sprint-leased entrance facilities into the Remote Collocation Space from Sprint's point of presence. The

Parties will discuss the proposed point of entrance in an attempt to mutually agree upon a point of entrance provided, however, that it will be in BellSouth's final discretion to designate the point of entrance at the Remote Site Location housing the Remote Collocation Space which is physically accessible by both Parties. Sprint will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Sprint must contact BellSouth for instructions prior to placing the entrance facility cable. Sprint is responsible for maintenance of the entrance facilities.

5.2.1 Shared Use. Sprint may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Sprint collocation arrangement within the same BellSouth Remote Site Location.

5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Sprint's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Sprint or its agent must perform all required maintenance to Sprint equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.

5.3.1 For Louisiana, the parties acknowledge that demarcation point issues including who selects the demarcation point, the location of the demarcation point and whether the POT bay can be utilized as a demarcation point are currently before the Commission and agree to modify this Agreement to conform to the orders of said Commission.

5.3.2 Demarcation Point (Tennessee). BellSouth will designate the point(s) of demarcation between Sprint's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. The demarcation point shall be a Sprint provided Point of Termination Bay (POT Bay) in a common area within the Premises. BellSouth will make a good faith effort to locate Sprint's POT Bay as close to Sprint's collocation space as technically feasible. In all cases BellSouth will make the final determination of the specific location. Sprint shall be responsible for providing, and a supplier certified by BellSouth ("Sprint's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between Sprint's collocation space and the demarcation point. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.

5.4 Sprint's Equipment and Facilities. Sprint, or if required by this Attachment, Sprint's BellSouth Certified Supplier, is solely responsible for the design, engineering,

installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Sprint.

5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.

5.6 Access. Pursuant to Section 11, Sprint shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Sprint agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Sprint or Sprint's Guests provided with access keys ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Sprint agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Sprint employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Sprint or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

5.7 Lost or Stolen Access Keys. Sprint shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key the Premises as a result of an Access Key(s) lost or not returned by Sprint, Sprint shall pay for all reasonable and demonstrative costs associated with the re-keying.

5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Sprint violate the provisions of this paragraph, BellSouth shall use commercially reasonable efforts to immediately verbally notify the designated Sprint contact located on Sprint's collocation arrangement and shall give written notice to Sprint, which notice shall direct Sprint to cure the violation within forty-eight (48) hours of Sprint's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Sprint fails to take curative action within 48 hours or if the violation is of a

character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Sprint's equipment. BellSouth will endeavor, but is not required, to provide notice to Sprint prior to taking such action and shall have no liability to Sprint for any damages arising from such action, except to the extent that such action by BellSouth constitutes gross negligence or willful misconduct.

5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Sprint fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Sprint or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Sprint shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.9 Presence of Facilities. Facilities and equipment placed by Sprint in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personalty and may be removed by Sprint at any time. Any damage caused to the Remote Collocation Space by Sprint's employees, agents or representatives shall be promptly repaired by Sprint at its expense.

5.10 Alterations. In no case shall Sprint or any person acting on behalf of Sprint make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Sprint. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require an application fee, pursuant to Section 6.

5.11 Upkeep of Remote Collocation Space. Sprint shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Sprint shall be responsible for

removing any Sprint debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6 Ordering and Preparation of Remote Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to Sprint, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof for that jurisdiction.

6.2 Application for Space. Sprint shall submit a Remote Site Collocation Application when Sprint or Sprint's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.

6.2.1 Initial Application. For Sprint or Sprint's Guest(s) equipment placement, Sprint shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Sprint's Remote Collocation Space(s).

6.2.2 Application Fee. BellSouth will assess an Application Fee on a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2.1. Payment of the Application Fee is due within 30 calendar days of the actual billing date and is non-refundable.

6.3 Application Response.

6.3.1 In Georgia and Mississippi, when space has been determined to be available, BellSouth will provide a comprehensive written response ("Application Response") within thirty (30) calendar days of receipt of a complete application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

6.3.2 In Alabama, Kentucky, and North Carolina, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

6.3.3 In South Carolina, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.3.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable Sprint to place a Firm Order. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension. When Sprint submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.3.5 In Louisiana, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

6.3.6 In Tennessee, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

6.4 Bona Fide Firm Order.

6.4.1 Except as otherwise provided, Sprint shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Sprint to complete the Application/Inquiry process described in Subsection 6.2, preceding, and submit the Physical Expanded Interconnection Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to Sprint's Application/Inquiry.

6.4.2 In Alabama, Kentucky, North Carolina, and Tennessee, Sprint shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to the Company. A Firm Order shall be considered Bona Fide when Sprint has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by the Company. The Bona Fide Firm Order must be received by the Company no later than five (5) business days after the Company's Application Response to Sprint's Bona Fide Application.

6.4.3 If Sprint makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth. Such re-evaluation of an application shall be completed promptly by BellSouth but in no event shall exceed the Application Response intervals as set forth in Section 6.3. Where such changes requested do not require assessment for provisioning and construction work by BellSouth, no Application Fee will be required. Major changes such as requesting additional space or adding additional equipment may require Sprint to resubmit the application with an application fee.

6.4.4 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Sprint's Bona Fide Firm Order with a Firm Order Confirmation containing the firm order date within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received.

6.4.5 BellSouth will permit one accompanied site visit to Sprint's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Sprint. Such accompanied site visits and associated charges will not apply subsequent to Sprint's completion of BellSouth Security Training requirements.

6.4.6 Sprint must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date Sprint desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Sprint may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. For access requests subsequent to the accompanied site visit permitted in 6.3.2 above but prior to approval of Sprint's Access Control Request Form, BellSouth shall permit Sprint to access the Collocation Space accompanied by a security escort at Sprint's expense. Sprint must request escorted access at least three (3) business days prior to the date such access is desired, unless otherwise agreed to by the Parties.

6.5 Construction and Provisioning Interval.

6.5.1 In Kentucky and North Carolina, BellSouth will complete construction of collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Sprint submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Sprint submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Sprint submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Sprint at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. BellSouth will use its best efforts to minimize the additional time required to condition collocation space and will inform Sprint of the time estimates as soon as possible.

6.5.1.1 To be considered a timely and accurate forecast, Sprint must submit to the Company the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Remote Terminal CLLI, number of rack/bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.

6.5.2 In Alabama, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for

extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

6.5.3 In Georgia and Mississippi, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Sprint or seek a waiver from this interval from the Commission.

6.5.4 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Sprint cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, BellSouth may seek an extension from the Florida PSC.

6.5.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order for an initial request, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The

Parties may elect to renegotiate an alternative provisioning interval with Sprint or seek a waiver from this interval from the Commission.

6.5.6 In South Carolina, BellSouth will complete the construction and provisioning activities for collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

6.5.7 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and Sprint installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

6.6 Augmentations

6.6.1 In Florida, upon receipt of a Bona Fide Firm Order, BellSouth will complete Augments within forty (45) calendar days. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Sprint cannot agree upon a completion date, BellSouth may seek an extension from the Florida PSC by giving written notice to the Florida PSC within thirty (30) calendar days from date BellSouth receives the Bona Fide Firm Order from Sprint.

6.6.2 In Georgia, BellSouth will complete simple augments, such as the placement of additional AC convenience outlets, or only a fuse change for additional DC power, within twenty (20) days from BellSouth's receipt of Sprint's Bona Fide Firm Order. For minor augments, such as interconnection cabling arrangements where the infrastructure exists, BellSouth will complete said augments within forty-five (45) days from the receipt of the application Sprint's Bona Fide Firm Order. The interval for intermediate augments, consisting of additional interconnect panels/blocks, cabling DC Power arrangements, where minor infrastructure work is required, shall be sixty (60) days from BellSouth's receipt of Sprint's Bona Fide Firm Order. Within sixty (60) days of the execution of this agreement, the Parties shall meet to determine the specific augmentations that shall be included in the augmentation provisioning categories noted above (i.e., simple augments, minor augments and intermediate augments). If the Parties are unable to reach agreement, the Parties shall utilize the Dispute Resolution procedures set forth in Section 14 of the General Terms and Conditions of this Agreement.

6.6.3 In Louisiana, BellSouth complete Augmentation requests within sixty (60) calendar days from the receipt of a Bona Fide Firm Order.

6.6.4 For North Carolina, the parties acknowledge that the issue as to whether BellSouth should be willing to commit to specific completion intervals for specific types of additions and augmentations to the collocation space is currently before the Commission and agree to modify this Agreement to conform to the orders of said Commission.

6.6.5 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Sprint with the estimated completion date in its Response.

6.6.5.1 If the BellSouth Remote Site Location does not have space immediately available or has space available but not enough to fulfill Sprint's request, BellSouth will permit Sprint to construct, at Sprint's own expense, a structure adjacent to BellSouth's remote terminal in accordance with the terms and conditions set forth in Section 3; provided, however, that Sprint's election to construct an adjacent arrangement shall not result in either of the above conditions being deemed to be a Denial of Application as set forth in Section 2.

6.7 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within seven (7) business days of the completion of finalized construction designs and specifications.

6.8 Acceptance Walk Through. Sprint and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Sprint. BellSouth will correct any deviations to Sprint's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.9 Use of BellSouth Certified Supplier. Sprint shall select a supplier that has been approved as a BellSouth Certified Supplier to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications. BellSouth shall provide Sprint with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Sprint's equipment and components, installing co-carrier cross connects**,** extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and Sprint upon successful completion of installation. The BellSouth Certified Supplier shall bill Sprint directly for all work performed for Sprint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Sprint or any supplier proposed by Sprint.

6.10 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Sprint shall be responsible for placement, monitoring and removal of alarms used to service Sprint's Remote Collocation Space. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

6.11 Basic Telephone Service. Upon request of Sprint, BellSouth will provide basic telephone service to the Remote Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.12 Virtual Remote Site Collocation Transition. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, Sprint may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Sprint, such information will be provided to Sprint in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Sprint within 180 days of BellSouth's written denial of Sprint's request for physical collocation, and (ii) Sprint was not informed in the written denial that physical collocation space would become available within such 180 days, then Sprint may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Sprint must arrange with a BellSouth certified vendor for the relocation of equipment if required from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.12.1 In the interim, BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where the arrangement conforms with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; and (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth. In Florida, for conversions from virtual collocation arrangements to physical collocation arrangements that do not require relocation, Sprint shall pay a charge for the administrative, billing, and engineering record updates. In Georgia and Tennessee, Sprint shall pay the Virtual to Physical Application Fee as set forth in Attachment A.

6.12.2 In Louisiana, the parties acknowledge that the issue as to whether there are situations where Sprint should be permitted to convert in place when transitioning from a virtual collocation arrangement to a cageless physical

collocation is currently an issue before the Commission and agree to modify this Agreement to conform to the orders of said Commission.

6.13 Cancellation. If, at anytime, Sprint cancels its order for the Collocation Space(s), Sprint will reimburse BellSouth for any reasonable and demonstrative expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Sprint would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.14 Licenses. Sprint, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.

6.15 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

7. Rates and Charges

7.1 Recurring Fees. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due within 30 days of the bill date.

7.2 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Sprint's equipment. Sprint shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.

7.3 Power. BellSouth shall make available –48 Volt (-48V) DC power for Sprint's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at Sprint's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space and shall be based on the prorata share of the power required relative to the overall power requirements of the Premises. If the power requirements for Sprint's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.

7.3.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Sprint's BellSouth Certified Supplier except that BellSouth

shall engineer and install protection devices and power cables for Adjacent Collocation. Sprint's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Sprint's option, Sprint may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.4 Security Escort. A security escort will be required whenever Sprint or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 6.4.5 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit C.

7.5 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission. 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 14 of the General Terms and Conditions.

7.5.1 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within ninety (90) days, 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 14 of the General Terms and Conditions 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.

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

7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). Sprint will pay the late payment charge permitted by

law assessed monthly on any balance which remains unpaid after the payment due date.

8. Insurance

8.1 Sprint shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 Sprint shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

8.2.3 Sprint may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 All policies purchased by Sprint shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to the Premises and shall remain in effect for the term of this Attachment or until all Sprint's property has been removed from the Premises, whichever period is longer. If Sprint fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Sprint.

8.4 Sprint shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Sprint shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Sprint's insurance company. Sprint shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator

600 N. 19th Street, 18B3
Birmingham, Alabama 35203

8.5 Sprint must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.6 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. Mechanics Liens

9.1 Each Party must keep the property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of that Party. If any liens are filed against the property, or any improvements thereon, as a result of the acts or omissions of a Party, or that of the Party's employees, agents, or contractors, such Party must discharge the lien within thirty (30) days or furnish a bond in accordance with law within thirty (30) days of the date such Party receives written notice that the lien has been filed. If a Party fails to discharge the lien or provide a bond as required by this section, then, in addition to any other right or remedy, the other Party may, at such other Party's election, discharge the lien by:

- paying the amount claimed to be due; or
- obtaining the discharge by deposit with a court or a title company; or
- furnishing a bond conditioned upon the discharge of said lien.

Sprint will defend and indemnify BellSouth from and against any lien enforcement action, defend and indemnify BellSouth for direct costs, including payments to contractors, costs of deposits or bond costs, as well as any attorney's fees expended by BellSouth as a result of Sprint's failure to fulfill Sprint's obligations under this section.

BellSouth will defend and indemnify Sprint from and against any lien enforcement action, and defend and indemnify Sprint for direct costs, including payments to contractors, costs of deposits or bond costs, as well as any attorney's fees expended by Sprint as a result of BellSouth's failure to fulfill BellSouth's obligations under this section.

10. Inspections

10.1 BellSouth shall conduct an inspection of Sprint’s equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Sprint's equipment and equipment of BellSouth. Such inspection shall not unreasonably delay the activation of facilities between Sprint’s equipment and equipment of BellSouth.

BellSouth may conduct an inspection if Sprint adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Sprint with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for its own employees or for authorized contractors. Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of Sprint will be permitted in the BellSouth Premises. Sprint shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Sprint name. BellSouth reserves the right to remove from its premises any employee of Sprint not possessing identification issued by Sprint. Sprint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Sprint shall be solely responsible for ensuring that any Guest of Sprint is in compliance with all subsections of this Section 11.

11.1.1 Sprint will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Sprint employee being considered for work on the BellSouth Premises, for the states/counties where the Sprint employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

11.1.2 Sprint will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 Sprint shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Sprint shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Sprint personnel who have been identified to have misdemeanor criminal convictions, except for misdemeanor traffic violations. Notwithstanding the foregoing, in the event that Sprint chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Sprint may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

11.1.4 For each Sprint employee requiring access to a BellSouth Premises pursuant to this agreement, Sprint shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Sprint will disclose the nature of the convictions to BellSouth at that time. In the alternative, Sprint may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

11.1.5 At BellSouth's request, Sprint shall promptly remove from the BellSouth Premises any employee of Sprint BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth, 1) if it is established and mutually agreed in good faith that Sprint's employees are responsible for the alleged act, or 2) prior to the initiation of an investigation in the event that an employee of Sprint is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

11.2 Notification to BellSouth. BST reserves the right to interview Sprint's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Sprint's Security contact of such interview. Sprint and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Sprint's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Sprint for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Sprint's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Sprint for BellSouth property which is stolen or damaged where an investigation determines the culpability of Sprint's employees, agents, or contractors and where Sprint agrees, in good faith, with the results of such investigation. Sprint shall notify BellSouth in writing immediately in the event that Sprint discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Sprint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.5 Full compliance with the Security requirements of this section shall in no way limit the liability of either Party to the other for the improper actions of its employees that would otherwise exist pursuant to this Agreement or applicable law.

12. Destruction of Collocation Space

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Sprint's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Sprint's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to Sprint, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Sprint may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Sprint's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Sprint. Where allowed and where practical, Sprint may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Sprint shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Sprint's permitted use, until such Collocation Space is fully repaired and restored and Sprint's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Sprint has placed an Adjacent Arrangement pursuant to section 3.3, Sprint shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Sprint shall each have the right to terminate this Attachment and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

14. Nonexclusivity

14.1 Sprint understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

MICROWAVE COLLOCATION

Where technically feasible, BellSouth will provide for physical collocation of Sprint's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of Sprint's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e)

on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. Sprint may, upon request, place a Global Positioning System (GPS) antenna and cabling on the roof pursuant to Section 12 of this Attachment.

The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. If applicable, BellSouth will provide a copy of the original FAA air space studies on the requested building including the FAA license application. In the event an FAA air space study does not exist, Sprint may file an FAA air space study on the building where the microwave arrangement is being requested. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, which shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. Sprint accepts the responsibility of determining unobstructed line-of-sight at any location where Sprint applies for Microwave Collocation.

1. PROVISIONING PROCESS AND FEES

A. **Initial Site Visit**

Sprint will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Buildings(s) Sprint wishes to visit for potential Microwave Collocation. Such site visit consists of Sprint representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. Sprint will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate Sprint to request, or BellSouth to provide, Microwave Collocation on the site. The site visit will take place within fifteen (15) business days of receipt by BellSouth of Sprint's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

Sprint will submit a Site Visit Request Fee as specified in Exhibit B, and will pay for the reasonable cost BellSouth incurs for travel, if necessary which BellSouth shall provide Sprint advance notice of, for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to Sprint at BellSouth's loaded labor rates on a per hour basis in addition to the Site Visit Request Fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact Sprint in an effort to discuss possible alternatives.

B. **Microwave Collocation Application**

This provision shall coincide with provisions under Section 6 and 7 of Attachment 4 of this Agreement.

BellSouth will respond to Microwave Collocation Application(s) pursuant to Section 6 of Attachment 4 of this Agreement.

Sprint shall submit the Application and Inquiry document and appropriate collocation application fee pursuant to BellSouth's FCC #1, Section 20 tariff (for virtual) or Section 7 of Attachment 4 of this Agreement, in addition to a Microwave Collocation Attachment for each central office building where Sprint seeks Microwave Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

Sprint shall provide BellSouth with the following data on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within Sprint's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude and Longitude in NAD 83, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- Weight and configuration
- Other relevant information as identified at the initial site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where Sprint requests Microwave Collocation. Sprint will bear the reasonable cost of the inspection including reasonable travel cost if any.
BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Microwave Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides Sprint with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide Sprint a written explanation of such technical infeasibility within thirty (30) business days of BellSouth's receipt of the collocation application

including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to Sprint's application.

Escorted access to the roof will be provided as necessary by BellSouth pursuant to sub-Section 7.5 of Attachment 4 of this Agreement.

BellSouth or its designated subcontractors shall perform all necessary work associated with the Microwave Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor as referenced in provision 6.8 of Attachment 4 of this Agreement unless the Parties agree that another certified vendor will be used. The Parties acknowledge that Sprint may become a certified vendor.

If rooftop/exterior space is available BellSouth shall provide Sprint an estimate for such microwave collocation as described more fully in provision 1.C at the same time BellSouth provides its interior collocation space quote.

C. **Preparation of Estimate / Application Response**

Within thirty (30) business days of receiving from Sprint a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Monthly Recurring Charges pursuant to the rates and terms set forth in BellSouth's FCC #1, Section 20 tariff for virtual collocation, or in Exhibit 4C of this Agreement.

The estimate shall reflect the specifications submitted by Sprint and may change based on the actual field conditions encountered during construction.

(a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the Microwave Antenna Arrangement.

(i) **Architectural Plan and Structural Review**:

This shall be the reasonable sum of hourly charges of BellSouth Architects or its contractors necessary to review the plans for the Microwave Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting Sprint in the permitting process to the extent required.

(ii) **Permitting Review**:

This shall be the sum of the hourly charges of BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting Sprint in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work**:

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor**:

This shall be the reasonable sum of the hourly charges, if necessary, of any BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the Microwave Antenna Support Structure installation performed by Sprint's contractor. The level of BellSouth's personnel or consultants shall be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction*:***

If BellSouth demonstrates that new secure access to the Microwave Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to Sprint.

(b) **Recurring Charges**

These consist of:

(i) Monthly Recurring Roof-Top Space Rental Fee:

The Monthly Recurring Roof-Top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per microwave arrangement as set forth in this Attachment in Exhibit B. Sprint is limited building and structural support constraints for

determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet mount. The diameter of the microwave antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by a BellSouth Certified Structural Engineer at Sprint's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antennae, Sprint will not be allowed to place such microwave antenna(e). Sprint agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna (e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld.

The billing for the Rooftop Space Rental Fee shall begin the date the interior and rooftop space preparation activities are complete and the space is made available to Sprint, or the date Sprint first begins the Rooftop microwave equipment installation, whichever is sooner. BellSouth will work with Sprint to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

All estimates shall be valid for thirty (30) days from issuance, and Sprint shall accept, reject or request changes within such time period, unless an extension is requested in writing by Sprint and agreed to by BellSouth. Such extension will not exceed thirty (30) days unless otherwise agreed to by the parties. To accept an estimate, Sprint shall so state in writing and shall pay BellSouth 50% of the total estimated charges ("Initial Payment") with the balance of the actual charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work Payment requirements will be commensurate with Section 7.1 of Attachment 4 of this Agreement.

D. **Pre-Design Meeting**

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Sprint will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Microwave Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time

period will be provided to Sprint during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. This will be the same meeting that takes place for the interior collocation arrangement.

E. **Equipment and Testing**:

Sprint shall be responsible for providing, at its sole expense, the antenna (e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna (e) required for the Microwave Collocation. Sprint shall also be solely responsible for final adjustments (e.g., pointing) of the antenna (e).

F. **Use Permits**:

Sprint shall be responsible for obtaining all relevant Use Permits (Ups) and shall bear all costs and fees. Sprint shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

2. NO PROPERTY RIGHT CONFERRED

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and Sprint hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit of two (2) Sprint Microwave Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to Sprint's Microwave Collocation equipment shall remain in Sprint as the property of Sprint and shall not become fixtures to BellSouth's property.

3. RESPONSIBILITY OF THE PARTIES

A. Sprint shall obtain and BellSouth will provide assistance as necessary to obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits and buildings permits. FCC licenses and FAA approval, if required, to operate and maintain Sprint's facilities during the Term of this Agreement.

B. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(2)(a), BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction

work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include Sprint as an ADDITIONAL INSURED to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify Sprint from losses, costs and expenses incurred as a result of contractor's work. Sprint hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that Sprint shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence or willful misconduct of BellSouth in the performance of its project management activities.

C. Notwithstanding any other provision of this Attachment, Sprint hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). Sprint shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, Sprint's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.

D. In the event Sprint desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, Sprint shall submit a new application with fee to BellSouth specifying the new location Sprint proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit A.

E. BellSouth shall, within thirty (30) business days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.

F. Sprint's Insurance Obligations

Pursuant to Section 8 of Attachment 4 of this Agreement.

G. At its sole cost and expense, Sprint shall maintain Sprint's Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, Sprint shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If Sprint shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice from BellSouth, BellSouth shall have the right but not the obligation to clean up the space on Sprint's behalf. In such event, Sprint shall be liable to BellSouth for the reasonable and demonstrable cost of such work.

4. SECURE ACCESS

Pursuant to Section 11 of Attachment 4 of this Agreement.

5 CABLE PROVISIONING

Sprint is responsible for providing, running, and maintaining the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth Certified Vendor. The Parties will discuss the proposed point of entrance in an attempt to mutually agree upon a point of entrance provided, however, that it will be in BellSouth's final discretion to designate the point of entrance of the cable from the roof into the BellSouth Central Office building. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Exhibit B. A BellSouth consultant must approve how the cable will be run.

6. LINE OF SIGHT

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with Sprint in determining suitable space for Sprint equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1c) above, Sprint is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs Sprint's existing line of sight, BellSouth will work with Sprint to move the antenna mount or raise the height of the antenna mount for a clear line of sight prior to the obstruction occurring. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually

agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

7. ANTENNA MODIFICATIONS

Sprint is limited to building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet mount. Sprint must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. Sprint may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application)within thirty (30) business days. "Major Alterations" shall include but not be limited to: (i) additional construction by Sprint of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee Anything outside of normal maintenance may require a subsequent application fee as indicated in Exhibit 4C of Attachment 4 of this Agreement.

8. USE OF ANTENNA SPACE ON OTHER BELLSOUTH TOWERS

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

9. EQUIPMENT REMOVAL

If, at any time, BellSouth reasonably determines that any of Sprint's facilities or equipment or the installation of Sprint's facilities or equipment does not meet the requirements outlined in this Agreement, Sprint will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it compliant. The removal of equipment must be done by a BellSouth Certified Vendor unless the Parties agree that another certified vendor can be used. If Sprint fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within thirty (30) days' written notice to Sprint, BellSouth may have the facilities or equipment removed or the condition corrected at Sprint's expense. Removal of Microwave Collocation equipment shall be pursuant to provision 4.3 in the Collocation Agreement.

10. NATURE OF USE

Sprint equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 5.1 of the Collocation Agreement also apply. The operation of Sprint's microwave equipment shall comply with all applicable federal and state RF guidelines.

11. POWER REQUIREMENTS FOR MICROWAVE ARRANGEMENT

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by Sprint to provide power or environmental support to the roof space, Sprint will bear all associated costs as specified by BellSouth to provide such services. In such case requirements set forth in provision 7.4 of Attachment 4 of this Agreement will apply.

12. GROUNDING AND BONDING

Sprint at its expense will insure that any microwave equipment or Global Positioning System equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth standards which shall be at a minimum consistent with industry standards. BellSouth agrees to provide its best efforts to approve the standard grounding runs placed in the building and that grounding and bonding requirements shall be applied at parity to itself and other interconnectors for similar types of equipment.

13. COLLOCATION AGREEMENT PROVISIONS

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Agreement.

MICROWAVE COLLOCATION RATE ELEMENT DEFINITIONS AND CONDITIONS

Non-recurring charges - Relating to Microwave Roof Equipment

1) **Microwave Preparation Fees**

Architectural Plan and Structural Review
Permitting Review
Exterior and Related Interior Building Modification Work
General Contractor Supervision
Special Security Construction

2) **Coring/Cable Support Structure**

Electrical and Building modification work for coring
Weather Proofing
Cable Support Structure

3) **Roof Preparation (if applicable)**

Engineering Study (To develop roof preparation alternatives/costs)

4) **Escort - charge for access to roof**

Charge for access to Roof

5) **Roof Penetration (if required)**

Recurring charges - Relating to Microwave Roof Equipment

1) **Roof Space Lease Charge**

Monthly rate for leasing rooftop or other suitable exterior space on BellSouth CO on a per square foot basis.

MICROWAVE COLLOCATION RATES

Non-recurring charges*

1)	Site Visit Request Fee (2 hours)	$250.00 Per Site Visit for each CO
2)	Microwave Prep fee	[ICB FOR EACH CO]
3)	Coring/Cable Support Structure	[ICB FOR EACH CO]
4)	Roof Preparation/Exterior Cable Support Structure	[ICB FOR EACH CO]
5)	Microwave Installation	[ICB FOR EACH CO]
6)	Additional Charges**	[BASED ON ICB]

* With the exception of Additional Charges, all Non-recurring Charges shall be assessed on an interim basis subject to true up based on a BellSouth cost study to determine the appropriate cost for such activities.

** Additional costs for environmental conditioning (if applicable) will be developed and charged as an ICB. These charges include but are not limited to (to the extent applicable): exterior cable support structure; coring; and roof reinforcement. These

costs along with the building Modification costs will be pro-rated back to existing customers when new applicants are put into service.

Monthly recurring rates*

1) Roof space (per sq. ft.)** $ 5.50

* All Recurring rates shall be assessed on an interim basis subject to true up based on a BellSouth cost study to determine the appropriate cost for such activities.

** A minimum of 12 square feet is required per microwave arrangement.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and Sprint agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and Sprint shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. Sprint should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Sprint to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Sprint will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Sprint space with proper notification. BellSouth reserves the right to stop any Sprint work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5Hazardous Materials Brought On Site. Any hazardous materials brought into, used,

stored or abandoned at the BellSouth Premises by Sprint are owned by Sprint. Sprint will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Sprint or different hazardous materials used by Sprint at BellSouth Facility. Sprint must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Sprint to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Sprint will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Sprint will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Sprint must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Sprint agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Sprint further agrees to cooperate with BellSouth to ensure that Sprint's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Sprint, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O

Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

EXHIBIT B

THREE MONTH CLEC FORECAST

CLEC NAME _____ **DATE** _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non-Standard Bays**							

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.
Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

Version 3Q99: 10/29/99

COLLOCATION - Mississippi														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,890.38		0.05							
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,575.69		0.51							
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		604.19									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.30										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.52										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	85.67										
		Physical Collocation - Cable Installation			CLO	PE1BD		926.27	926.27	22.62							
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	5.74										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	17.42										
		Physical Collocation - Power (Provided from BST BDFB), per Fused Amp	I		CLO	PE1PL	7.33										
		Physical Collocation - Power (Provided from BST Main Power Board), per Fused Amp			CLO	PE1FJ	7.08										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.29										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	10.58										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	15.87										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	36.65										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.0288	12.37	11.87	6.04	5.45						
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.0576	12.47	11.94	6.59	5.91						
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S	PE1P1	1.14	22.16	16.02	6.60	5.97						
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	14.49	21.01	15.29	7.61	6.10						
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.87	21.01	15.29	7.61	6.10						
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.10	25.70	19.97	10.01	8.50						
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	183.20										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	17.97										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	75.23										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.0576	27.95	27.95								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		7.84	7.84								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91	22.91								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.17	13.17								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17	13.17								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		1,081.40	1,081.40								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PE	0.0867										

COLLOCATION - Mississippi														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PF	0.1734										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S,	PE1PG	1.22										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PH	10.91										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B2	37.26										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B4	50.24										
		Collocation Cable Records - per request			CLO	PE1CR		763.69	490.94	133.77	133.77						
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		328.81	328.81	190.22	190.22						
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.84	4.84	5.93	5.93						
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		2.27	2.27	2.78	2.78						
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		7.92	7.92	9.72	9.72						
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		84.98	84.98	77.58	77.58						
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		17.02	10.79								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		22.17	13.94								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		27.32	17.08								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0025										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0037										
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		534.65									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0223	12.37	11.87	6.04	5.45						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0446	12.47	11.94	6.59	5.91						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.05	22.16	16.02	6.60	5.97						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.27	21.01	15.29	7.61	6.10						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.42	21.01	15.29	7.61	6.10						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.62	25.70	19.97	10.01	8.50						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83		0.51							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.29										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.58										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.87										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	36.65										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		309.48		168.63							
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	210.05										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		13.17	13.17								

COLLOCATION - Mississippi													Attachment: 4				Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		116.54	116.54								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		37.77	37.77								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.14									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	* Interim rates which are subject to true-up.																
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - Tennessee														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,767.00	3,767.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,140.00	3,140.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,204.00	1,204.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.74										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.95										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	100.14										
		Physical Collocation - Cable Installation			CLO	PE1BD		1,757.00	1,757.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	6.75										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	19.80										
		Physical Collocation - Power (Provided from BST BDFB), per Fused Amp	I		CLO	PE1PL	8.87										
		Physical Collocation - Power (Provided from BST Main Power Board), per Fused Amp			CLO	PE1FJ	8.62										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.60										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.22										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.82										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.84										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.033	33.82	31.92								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.066	33.94	31.95								
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S	PE1P1	1.51	53.27	40.16								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	19.26	52.37	38.89								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	3.82	52.37	38.89								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	6.79	65.03	51.55								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	218.53										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	21.44										
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55.99										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.059	55.67	55.67								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.61	15.61								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64	45.64								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24	26.24								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24	26.24								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,154.00	2,154.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PE	0.40										

COLLOCATION - Tennessee														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PF	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S,	PE1PG	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1PH	8.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B2	38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO	PE1B4	52.31										
		Collocation Cable Records - per request			CLO	PE1CR		1,711.00	1,168.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		925.06	925.06								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.05	18.05								
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.45	8.45								
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.57	29.57								
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		279.42	279.42								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.91	21.49								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.17	27.76								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.42	34.02								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0031										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0045										
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		555.03									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.069										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.06										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.033	33.82	31.92								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.066	33.94	31.95								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.51	53.27	40.16								
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	19.26	52.37	38.89								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.82	52.37	38.89								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.79	65.03	51.55								
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,160.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.60										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.22										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.82										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.84										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		872.95	872.95								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	219.37										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		26.23	26.23								

COLLOCATION - Tennessee														Attachment: 4			Exhibit: D
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		232.12	232.12								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		75.23	75.23								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	* Interim rates which are subject to true-up.																
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

1.1 During the term of this Agreement, Sprint and BellSouth shall contact the North American Numbering Plan Administrator (NANPA) as designated by the FCC for the assignment of numbering resources in accordance with the then current Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines.

1.2 For the purposes of the resale of BellSouth's telecommunications services by Sprint, BellSouth will provide Sprint with on line access to telephone numbers for reservation on a first come, first served basis. BellSouth's reservation of telephone number practices shall be in accordance with the appropriate FCC rules and regulations. Sprint acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that Sprint cancel sufficient reservations of numbers to alleviate the shortage. Sprint shall make reasonable effort to comply with such request.

1.3. Further, upon Sprint request and for the purposes of the resale of BellSouth's telecommunications services by Sprint, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for Sprint's sole use. Such telephone number reservations shall be transmitted to Sprint via electronic file transfer. BellSouth reservation of telephone number practices shall be in accordance with the appropriate FCC rules and regulations. Sprint acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for Sprint's reasonable need in that particular CLLIC.

1.4 BellSouth and Sprint shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. BellSouth and Sprint shall permit end users that port a portion of DID numbers to retain DID service on the remaining portion of numbers. Porting a portion of a range of DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff.

1.5 BellSouth will port numbers that are denied or are currently on suspend. BellSouth will not require payment of the account prior to porting. BellSouth will port reserved numbers that the end user is currently paying to reserve. Portable reserved numbers appear on the end user's customer service record.

2. Permanent Number Portability

2.1 The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Number Portability (INP) may be available only until such permanent solution is implemented in an end office.

2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in FCC No. 1 and will be billed to Sprint where Sprint is a subscriber to local switching or where Sprint is a reseller of BellSouth telecommunications services. This charge will not be discounted.

2.3 LERG Reassignment: Portability for an entire NXX code of numbers shall be provided, when mutually agreed, by utilizing reassignment of the entire NXX code to the porting Party through a reassignment in the Local Exchange Routing Guide ("LERG"). Updates to translations in the donor Party's switching offices from which the NNX code is reassigned will be made by the donor Party by the date on which national LERG changes become effective.

3. Interim Number Portability

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Interim Number Portability ("INP"). INP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to Sprint, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same rate center of his existing number.

3.2 Methods of Providing Number Portability. INP is available through either remote call forwarding or direct inward dialing trunks, at the election of Sprint. Remote call forwarding (RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (DID) allow calls to be routed over a dedicated facility to the Sprint switch that serves the subscriber.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of INP services. INP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where INP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs**,** incorporated herein by this reference. INP is available only for basic local exchange service.

3.4 Rates

Rates for INP are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

4. INP Implementation

4.1 INP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of INP, basic local exchange service to the affected end user. INP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. INP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or Sprint initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his local exchange service with the donor Party.

4.2 INP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an INP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by Sprint or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the INP-RCF end user cannot be guaranteed, however. INP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Each Party may order up to the maximum amount of additional paths capable on a particular switch type to handle multiple simultaneous calls to the same ported telephone number.

4.3 INP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A INP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. INP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly

equipped. Where INP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a INP-DID number group ; however, there are no restrictions on calls completed to other numbers of a INP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.4 The calling party shall be responsible for payment of the applicable charges for sent-paid calls to the INP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or Sprint shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the INP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. Sprint usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of INP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting INP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide INP service or may terminate INP service to the other Party after providing appropriate notice.

4.6 Each Party shall permit the other Party to order all intercept announcements, and specify the particular announcement from the standard set of intercept announcement options. The intercept announcement shall be on a per telephone number basis for

telephone numbers which the porting Party has ported from the donor Party and for which INP measures have, at that porting Party's direction, been terminated.

4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party must obtain authorization from the other Party before contacting the other Party's customers for maintenance purposes.

4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of INP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities. Each Party shall meet or exceed the minimum transmission quality standards for its respective network as may be established by the Commission. Each Party shall promptly notify the other of any necessary change in protection criteria or in any of the facilities, operation, or procedures that could render any facilities provided by the other Party obsolete or cause necessary modification of the other Party's equipment.

4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching and a portion of the transport, and the other Party will bill the IXC local switching, the interconnection charge, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process mutually agreed to by the Parties. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where INP-DID is utilized for number portability.

5. Conversion from INP to PNP

Once a long-term database method of providing Local Number Portability (PNP) is implemented in an end office, with advance written notice, neither Party shall provide new number portability arrangements in that end office using interim number portability (INP). The official notice advising an end office is now PNP compatible will be as posted in the LERG 45 days in advance of the ready to port date of that office. Advance notice of PNP implementation for all BellSouth end offices is also posted on the Interconnection web site. The LERG posting for PNP eligibility date will begin the transition from INP to PNP for all INP services. The transition from existing INP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office or as mutually agreed to by both Parties during the transition period. BellSouth will provision Local Service Requests for INP with due dates contained prior to the end office implementation date. Requests for INP with due dates on or after the PNP implementation date will be returned to the requesting Party for subsequent submission as PNP. Neither Party shall charge the other Party for conversion from INP to PNP. The Parties shall comply with any INP/PNP transition processes established by the FCC and State Commissions and

appropriate industry number portability work groups. BellSouth and Sprint will work cooperatively in the submission of transition orders to ensure that end user outage during the conversion is minimal. Ordering guidelines for PNP can be found on the web at http://www.interconnection.bellsouth.com/guides/guides.html. and are contained in the BellSouth Business Rules for Local Ordering.

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to PNP or other related issues.

5.1 Conversion Policy

5.1.1 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

- The conversion of INP numbers to PNP is handled as a project and as such will be coordinated by a BellSouth project manager to ensure timely conversion of all INP to PNP accounts.

- All INP numbers in PNP capable switches will be converted to PNP within 120 days after the office is PNP capable.

- BellSouth will continue to offer INP until the completion date of PNP for the wire center.

5.2 Conversion Schedule

The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.

5.3 Specific Conversion activities

When Sprint has INP accounts, the BellSouth Account Team will contact Sprint to negotiate a conversion schedule.

During the 120 day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert INP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, Sprint may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.

If changes are to be made to the INP account, the LSR should follow the normal process flow for ordering instead of the INP to PNP conversion plan.

5.4 FOC

During the conversion period, if Sprint uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted electronically, BellSouth shall send to Sprint an electronic FOC.

5.5 Routing of Calls to the LRN

Trigger orders are not used for INP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes. BellSouth's obligation in meeting timelines for processing the disconnect order will be as specified in Attachment 9, incorporated herein by this reference.

6. Permanent Number Solution

6.1 The FCC, the Commissions and industry forums have developed a permanent approach to providing service provider number portability and BellSouth is working to implement PNP. Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to PNP, INP is available pursuant to this attachment.

6.2 BellSouth and Sprint will adhere to the process flows and cutover guidelines outlined in the "LNP Reference Guide", unless otherwise provided in this Agreement, which may be found on the web at http://www.interconnection.bellsouth.com/guides/guides.html.

6.2.1 BellSouth and Sprint will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

6.2.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable, which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

6.2.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

6.2.4 BellSouth will provide ordering support for Sprint's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by Sprint outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, Sprint may port numbers during times that are supported by the Number Portability Administration Center (NPAC) 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to Sprint 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network. In the event of manual intervention, both Parties will work cooperatively to resolve issues within each Party's network. BellSouth shall provide as soon as possible, but not later than sixty (60) minutes from receipt of the report from Sprint, an estimated restoral time to correct problems isolated to BellSouth's network. BellSouth and Sprint will cooperate to provide periodic updates to each other with the status of events that might impact the estimated restoral time.

6.2.5 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.

6.3 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.

6.4 Sprint may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

7. Cut-Over Process

7.1 BellSouth and Sprint shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.

7.1.1 For a coordinated conversion; i.e., stand alone INP, INP and PNP with loop and those services which require project coordination as defined in the BellSouth LNP procedures or as provided for in this agreement, BellSouth shall verbally coordinate the disconnect with Sprint and perform any switch translations so as to limit end user service outage. BellSouth and Sprint will mutually agree upon a cutover time prior to the actual conversion. Sprint may designate the conversion time when the conversion involves a loop with INP or LNP by ordering time specific conversion at rates designated in this agreement. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 15 minutes of the agreed time.

7.2 Testing

BellSouth and Sprint shall cooperate to ensure network reliability is maintained when porting numbers so as to limit service outage for their end users. BellSouth and Sprint will perform on a mutually agreeable basis any testing which may be required to isolate and repair service problems within their respective networks. Each party will notify the other of changes to the network or changes to processes which may impact end user service at time frames which are consistent to BellSouth and Sprint's internal notification processes.

7.3 Installation Timeframes

7.3.1 Installation time frames for INP and LNP will be as outlined in the BellSouth Products and Services Interval guide located on the web at http://www.interconnection.bellsouth.com/guides/guides.html or as provided in Section 9, Performance Measurement.

7.4 Engineering and Maintenance

BellSouth and Sprint will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are in accordance with any FCC or State Commission requirement.

7.5 Operator Services and Directory Assistance

With respect to operator services and directory assistance associated with INP for Sprint subscribers, BellSouth shall provide the following:

7.5.1 While INP is deployed:

7.5.1.1 BellSouth shall allow Sprint to order provisioning of Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by Sprint. BellSouth shall continue to allow Sprint access to its LIDB. Other LIDB provisions are specified in this Agreement.

7.5.1.2 Where BellSouth has control of directory listings for NXX codes containing ported numbers, BellSouth shall maintain entries for ported numbers as specified by Sprint.

7.5.2 BellSouth shall provide a 10-Digit Global Title Translation (GTT) Node for routing queries for TCAP-based operator services (e.g., LIDB).

7.5.3 BellSouth OSS shall meet all requirements specified in "Generic Operator Services Switching Requirements for Number Portability," Issue 1.00, Final Draft, April 12, 1996. Editor - Nortel.

8. True-up

This section applies only to BellSouth and Sprint CLEC for rates that are interim or expressly subject to true-up as marked by an I in Exhibit C of this Attachment.

8.1 The interim prices for Number Portability shall be subject to true-up according to the following procedures:

The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of Section 8.3 below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions of this Agreement.

8.2 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions 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.

8.3 An 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 Sprint specifically or upon all carriers generally, such as a generic cost proceeding.

9. Operational Support System (OSS) Rates

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

LENS Local Exchange Navigation System

EDI	Electronic Data Interface
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement incorporated herein by this reference.

SERVICE PROVIDER NUMBER PORTABILITY - Mississippi														Attachment: 5			Exhibit: A
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	3.08	0.2596	0.2596	0.0282	0.0282	3.50	15.75				
		RCF, per number ported (Residence Line)				TNPRL	3.08	0.2596	0.2596	0.0282	0.0282	3.50	15.75				
		RCF, Per Additional Path					1.17										
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		0.4335	0.4335	0.4701	0.4701	3.50	15.75				
		DID per number ported (Business)				TNPDB		0.4335	0.4335	0.4701	0.4701	3.50	15.75				
		DID, per trunk termination, Initial				TNPT2	58.41	191.75	71.25	28.94	28.94	3.50	15.75				
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																	
		RIPH, Functionality, Per Rearrangement						19.93	19.93			3.50	15.75			15.75	
		RIPH, Per Number Ported					1.96	0.1972	0.1972	0.0214	0.0214	3.50	15.75			15.75	
		RIPH, Functionality, Per Central Ofc						85.52	85.52	2.51	2.51	3.50	15.75			15.75	

SERVICE PROVIDER NUMBER PORTABILITY - Tennessee														Attachment: 5			Exhibit: A
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.																
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	1.50										
		RCF, per number ported (Residence Line)				TNPRL	1.25										
		RCF, add'l capacity for simultaneous call forwarding, per additional path					0.50										
		RCF, per service order, per location (Business)				TNPBD		25.00	25.00			3.50		19.99	19.99	19.99	19.99
		RCF, per service order, per location (Residence)				TNPRD		25.00	25.00			3.50		19.99	19.99	19.99	19.99
	NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.																
	Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

Attachment 6

Ordering and Provisioning

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ORDERING AND PROVISIONING

This Attachment 6 is subject to the General Terms and Conditions of this Agreeement.

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to Sprint that are equal to the ordering and provisioning services BellSouth provides to itself, its affiliates or any other CLEC. Detailed guidelines for ordering and provisioning are set forth in BellSouth's interconnection ordering guides available on the BellSouth interconnection web site, as appropriate, and as they are amended from time to time during this Agreement. BellSouth will provide notification to Sprint regarding amendments to the guidelines so that Sprint and BellSouth operations remain production ready.

1.2 BellSouth will perform provisioning services during the hours of operation that BellSouth uses for its affiliates or end users. Such hours are currently:

Monday - Friday:	8:00AM - 5:00PM location time (excluding holidays) (Resale/Network Element non coordinated, coordinated orders and order coordinated - Time Specific)
Saturday:	8:00 AM - 5:00 PM location time (excluding holidays) (Resale/Network Element non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

1.3 BellSouth will accept and process manual orders during the hours of operation that BellSouth uses for its affiliates or end users. Such hours are currently:

Consumer:	Atlanta	7:00AM – 10:00PM location time Monday through Saturday (excluding holidays)
	Birmingham	6:00AM – 9:00PM location time Monday through Saturday (excluding holidays)
UNE:	Atlanta	8:00AM – 8:00PM location time Monday through Friday (excluding holidays)
	Birmingham	7:00AM – 7:00PM location time Monday through Friday (excluding holidays)
Business Resale/ Complex:	Atlanta	8:00AM – 8:00PM location time Monday through Friday (excluding holidays)
	Birmingham	7:00AM – 7:00PM location time Monday through Friday (excluding holidays)

Times are either Eastern or Central time based on the location of the work being performed.

1.4 BellSouth shall provide Sprint with the capability to have Sprint's customer orders input to and accepted by BellSouth's service order systems outside of normal business hours, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance, the same as BellSouth's customer orders received outside of normal business orders are input and accepted.

1.4.1 Downtime shall not be scheduled during normal business hours and shall occur during times where systems experience minimum usage.

1.5 BellSouth shall provide provisioning services to Sprint equal to the provisioning services BellSouth provides to itself during normal business hours. BellSouth shall make no differentiation between Sprint and BellSouth orders in terms of the priority and scheduling of such work. If Sprint requests that BellSouth perform provisioning services at times or on days other than as set forth in Section 1.2, BellSouth and Sprint shall mutually negotiate such provisioning including time interval and cost. All such Sprint requests for provisioning and installation services outside of the normal hours of operation may be subject to the application of overtime billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide Sprint access to several operational support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center.

2.1.1 Sprint and BellSouth will establish interface contingency plans and disaster recovery plans for interface services. These plans will provide Sprint with, among other things, the ability to operate in a manual mode in instances of disaster, under-performance, or if the potential for non-performance is present. The operational support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions including but not limited to: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG) or other electronic interface as mutually agreed by the Parties. Customer record information includes but is not limited to, customer specific information in Customer Record Information System ("CRIS") and Regional Street Address Guide ("RSAG"). In addition, Sprint shall provide to BellSouth access to customer record information as authorized by the end-user including electronic access where available. Otherwise, Sprint shall use best efforts to

provide paper copies of customer record information within 2 business days upon request by BellSouth. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agree that Sprint and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. As an alternative to the EDI arrangement, BellSouth also provides ordering and provisioning capability through TAG or through other electronic interfaces as mutually agreed by the Parties. Also, as an alternative, BellSouth provides integrated pre-ordering, ordering and provisioning capabilities through the LENS interface.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Sprint to report and monitor service troubles and obtain repair services. BellSouth shall offer Sprint service trouble reporting in a non-discriminatory manner that provides Sprint the equivalent ability to report and monitor service troubles that BellSouth provides to itself and its affiliates. BellSouth also provides Sprint an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers Sprint access to the Trouble Analysis Facilitation Interface (TAFI) or to other electronic interfaces as mutually agreed by the Parties. For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If Sprint requests BellSouth to repair a trouble after normal working hours, Sprint will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Migration of Sprint to New BellSouth Software Releases for National Standard Machine-to-Machine Electronic Interfaces. BellSouth will issue new software releases to implement new national standards for its machine-to-machine electronic interfaces and as needed to improve operations and meet standards and regulatory requirements. New national standards are established by the Telecommunications Industry Forum which is a guideline setting organization serving the telecommunications industry. One of its goals is to facilitate the continued well being of the telecommunications industry by addressing the application of standards and the use of technology. When a new release of new national standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth and Sprint determine via the BellSouth Change Management process the next release (N+1) and such next release is implemented, BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases but may also support additional releases during transition periods as mutually agreed by the Parties. BellSouth will issue documents to Sprint with sufficient notice to allow Sprint to make the necessary

changes to its systems and operations to migrate to the newest release in a timely fashion.

2.6 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Electronic Interface Change Control Process (EICCP). Guidelines for this process are set forth in the EICCP document, as amended from time to time during this agreement.

2.7 Testing.
Detailed test plans and test scenarios will be jointly developed and agreed to by Sprint and BellSouth at the appropriate time. BellSouth acknowledges that a phased testing approach maybe applicable to ensure adequate testing of software.

2.7.1 The integrated approach for Sprint and BellSouth to perform Connectivity and End-to-End Testing for Pre-Order and Order processing will include the following conditions:

2.7.1.1 Subject matter experts from Sprint and BellSouth will be available for test planning, analysis, design, verification and approval.

2.7.1.2 Testing with BellSouth will be in a testing environment, which is a production test environment.

2.7.1.3 Sprint and BellSouth will provide a Single Point of Contact (SPOC) for Problem Management.

2.7.1.4 Testing dates may be modified as mutually agreed by the Parties to accommodate unforeseen circumstances.

2.8 OSS Documentation. BellSouth will accurately document and update all business rules when applicable in a timely manner. A business rule defines the process, internal and external Operational Support System, functional and Electronic requirements for completing a service order. Multiple layers of Business Rules exist within the Operating Support System, Order/Pre-Order, Trouble Operations and Electronic Interface (EI) platforms. Business Rules translate BellSouth's Procedures to Sprint's requirements based on industry guidelines. BellSouth will respond to Sprint's questions regarding business rules and other documentation using best efforts within 48 hours or as mutually agreed by the Parties.

2.9 BellSouth will provide OSS servers that have various levels of redundancy and failover capability to minimize downtime.

2.10 Rates. Charges for use of Operational Support Systems shall be as ordered by appropriate regulatory authorities or as mutually agreed by the Parties as set forth in Exhibit A of this Attachment.

3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Sprint will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Sprint wishes to reinstate an order, Sprint may be required to submit a new service order.

3.2 Single Point of Contact. Sprint will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Sprint to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. Sprint and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by Sprint to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Sprint that such an order has been processed, but will not be required to notify Sprint in advance of such processing. In the event a national standard is developed for electronic loss notification, BellSouth and Sprint will implement such change in accordance with the guidelines set forth in the BellSouth Electronic Change Control Process.

3.3 Use of Facilities. When a customer of Sprint elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Sprint by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's service provider at the same address served by the denied facility.

3.3.1 Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current BellSouth interval guidelines or other interval guidelines as established by State commissions.

3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.

3.3.1.3 Notify Sprint subsequent to the disconnect order being completed.

3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

3.6 Cancellation Charges. If Sprint cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the methodology described in FCC No. 1 Tariff, Section 5.4 and applied to the TELRIC based non-recurring charges in this agreement.

3.7 Acknowledgement. BellSouth will provide acknowledgement receipts when protocols and interfaces are used that provide an acknowledgement.

3.8 BellSouth will recognize Sprint as the customer of record of all Elements or Combinations ordered by Sprint and will send all notices, invoices and pertinent information directly to Sprint.

3.9 Upon request from Sprint, BellSouth will provide an intercept referral message in Tandem Switching Element that includes any new Sprint telephone number, for the same duration as is provided to BellSouth end-users. This message shall be similar in format to the intercept referral messages currently provided by BellSouth for its own end-users.

3.10 The Firm Order Confirmation will provide Sprint with the Sprint order number, BellSouth order number, the negotiated service due date, telephone/circuit numbers (as applicable to the service).

3.11 BellSouth will notify Sprint of completion activity using the same electronic interface used by Sprint to submit the service order request. In addition, when a BellSouth Technician is dispatched to complete the order, the service technician will contact Sprint at the time of completion.

3.12 BellSouth will turn up loops ordered by Sprint in accordance with TR 73600. BellSouth does not provide turn up results in writing or electronically. BellSouth will verbally advise Sprint, if requested, of any test and turn up results at the time of any applicable completion call.

3.13 As soon as identified, BellSouth shall notify Sprint via electronic interface, when available, of Rejections/Errors contained in any of the data element(s) fields contained on any Sprint Service Request. In the interim, BellSouth will notify Sprint by facsimile of such Rejections/Errors.

3.14 As soon as identified, BellSouth shall notify Sprint via electronic interface, when available (unless otherwise notified by Sprint) of any instances when BellSouth's Committed Due Dates are in jeopardy of not being met by BellSouth on any element or feature contained in any order for Network Elements or Combinations. BellSouth shall concurrently indicate its new committed due date. In the interim, BellSouth will notify Sprint by telephone, facsimile or via accessing the CSOTS report via the internet of such jeopardy, as mutually agreed to by the Parties.

3.15 Upon Sprint's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Network Element or Combination on a non-discriminatory basis as to other BellSouth customers.

3.16 BellSouth shall provide to Sprint the functionality of blocking calls (e.g., 700, 900, 976 international calls and any new services of this type individually or in any combination upon request, including bill to third Party and collect calls) on an individual switching element basis.

3.17 Unless otherwise directed by Sprint, when Sprint orders local switching as a Combination, individual element or through a resold service, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability and without loss of associated functions including, but not limited to, Directory Assistance and 911/E911 capability, capability where such features or functions exist and are offered for the element ordered.

3.18 Sprint will specify on each order its Desired Due Date (DDD) for completion of that particular order. BellSouth will not complete the order prior to DDD unless early turn-up is needed for testing purposes. BellSouth will notify Sprint if the DDD cannot be met. BellSouth will make best effort to meet the DDD for Network Element requests.

3.19 BellSouth and Sprint will perform co-operative testing where deemed necessary and by mutual consent (including trouble shooting to isolate problems) to test Services and Elements purchased by Sprint pursuant to this Agreement in order to identify any performance problems at turn-up of the Services and Elements.

EXHIBIT A

Operational Support Systems (OSS)

BellSouth has developed and made available the following electronic interfaces by which CLEC-1 may submit LSRs electronically.

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

LSRs submitted by means of one of these 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	
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	$19.99 SOMAN

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

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

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

Network Elements and Other Services Manual Additive

The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit C of Attachment 2.

Attachment 7

Billing and Billing Accuracy Certification

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BILLING AND BILLING ACCURACY CERTIFICATION

This Attachment 7 is subject to the General Terms and Conditions of this Agreement.

1. CLEC Payment and Billing Arrangements

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Sprint requests. BellSouth will bill and record in accordance with this Agreement those charges Sprint incurs as a result of Sprint purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CABS Billing Output Specifications (CBOS) Standards or Customized Large User Bill/Electronic Data Interchange (CLUB/EDI) format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 For any service(s) BellSouth orders from Sprint, Sprint shall bill BellSouth in CABS format.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at its reasonable and demonstrable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, Sprint will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC) if applicable, Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable. The Parties acknowledge that Sprint has already met these requirements.

1.3 BellSouth shall bill Sprint on a current basis all applicable charges and credits.

1.4 Payment Responsibility. Payment of all charges will be the responsibility of Sprint. Sprint shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Sprint from Sprint's customer. In general, BellSouth will not become involved in disputes between Sprint and Sprint's end user customers. If a dispute does arise that cannot be settled without the involvement of BellSouth, Sprint shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Sprint to resolve the matter in as timely a manner as possible. Sprint may be

required to submit documentation to substantiate the claim. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

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

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

1.7 With respect to services resold by Sprint, any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Sprint.

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

1.9 Pursuant to 47 CFR Section 51.617, for resold lines BellSouth will bill Sprint end user common line charges identical to the end user common line charges BellSouth bills its end users.

1.10 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth. In the event payment is not received by BellSouth by the due date and Sprint can demonstrate that payment was made in a timely manner, BellSouth will acknowledge such payment and waive all associated late payment charges.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.13, below, shall apply.

1.11 If Sprint requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Sprint not to exceed BellSouth’s reasonable and demonstrable costs.

1.12 Tax Exemption. Upon proof of tax exempt certification from Sprint, the total amount billed to Sprint will not include those taxes or fees for which Sprint is exempt. Sprint will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Sprint.

1.13 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. Sprint will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or in applicable state law.

1.14 Discontinuing Service to Sprint. The procedures for discontinuing service to Sprint are as follows:

1.14.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Sprint of the rules and regulations contained in BellSouth's tariffs, provided that Sprint receives reasonable notice of such suspension or termination and has had reasonable opportunity to remedy such violation or non-compliance.

1.14.2 If payment of account, except a Bona Fide Billing Dispute amount as described in Section 3 of this Attachment, is not received by the bill day in the month after the original bill day, BellSouth may, upon written notice, refuse additional applications for service. In addition, any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. BellSouth may, at the same time, give thirty days notice to Sprint at the billing address to discontinue the provision of existing services to Sprint at any time thereafter.

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

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

1.14.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Sprint's services will be discontinued. Upon

discontinuance of service on Sprint's account, service to the Sprint's end users will be denied. BellSouth will reestablish service at the request of the end user or Sprint upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Sprint is responsible for notifying the end user of the proposed service disconnection.

1.15 Deposit Policy. BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

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

1.15.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service. Such security deposit may not exceed two months' estimated billing.

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

1.15.4 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. BellSouth shall provide reasonable advance notice prior to implementation of such increase in security deposit.

1.15.5 In the event that Sprint defaults on its account, service to Sprint may be terminated and any security deposits held will be applied to its account. BellSouth will promptly notify Sprint prior to any such treatment of Sprint’s account such that Sprint has the opportunity to remedy such default prior to termination of service.

1.15.6 Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

1.16 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), and Access Daily Usage File (ADUF), are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be as ordered by the appropriate state regulatory authorities or as negotiated by the Parties upon request by either Party.

2. Wireless Billing and Compensation

2.1 The exchange of the parties' traffic on BellSouth's interLATA EAS routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

2.2 Any charges for terminating traffic will be in accumulated conversation minutes, whole and partial, measured from receipt of answer supervision to receipt of disconnect supervision and rounded up to the next whole minute at the close of the billing period. The charges for local interconnection are to be billed and paid monthly. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill. All charges under this agreement shall be billed within one year from the time the charge was incurred, previously unbilled charges more than one year old shall not be billed by either party.

3. Billing Accuracy Certification

3.1 Upon mutual agreement, BellSouth and Sprint will implement a billing quality assurance program for all billing elements covered in this Agreement that may eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

3.2 As part of the billing quality assurance program, BellSouth and Sprint will develop standards, measurements, and performance requirements for a local billing measurements process. These standards, measurements, and performance requirements include but are not limited to the BellSouth Service Quality Measurements associated with billing in Attachment 9 of this Agreement and other measures as may be ordered by appropriate state regulatory authorities. On a regular basis BellSouth will provide Sprint with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Sprint will pay all bills received from BellSouth in full by the payment due date.

3.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

3.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

3.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

4. Bona Fide Billing Disputes

4.1 A Bona Fide Billing Dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by Sprint and supported by written documentation from Sprint, which clearly shows the basis for Sprint's dispute of the charges. The dispute must be itemized to show the account and end user identification number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by Sprint until the dispute is resolved. Claims by Sprint for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section 4.1. Once the Bona Fide Dispute is resolved by BST, Sprint will make immediate payment on any of the disputed amount owed to BST or BST shall have the right to pursue normal treatment procedures. Any credits due to Sprint, pursuant to the Bona Fide Dispute, will be applied to Sprint's account by BST immediately upon resolution of the dispute.

4.2 Where the Parties have not agreed upon a billing quality assurance program, Bona Fide Billing Disputes shall be handled pursuant to the terms of this section.

4.2.1 Each Party agrees to notify the other Party in writing upon the discovery of a Bona Fide Billing Dispute. In the event of a Bona Fide Billing Dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If BellSouth rejects Sprint's Bona Fide Billing Dispute, BellSouth assumes the responsibility to provide Sprint with adequate justification for such rejection. Resolution of the Bona Fide Billing Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

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

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

4.3 If a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges. Accordingly, if a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

4.4 Late payment charges will be assessed and paid in accordance with section 1.13 of this Attachment.

5. Audits and Examinations

Audits and examinations related to billing will be conducted in accordance with Section 22 of the General Terms and Conditions of this Agreement.

6. RAO Hosting

6.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Sprint by BellSouth will be in accordance the Sprint / BellSouth Contract Provisions for RAO Hosting and ICS effective April 23, 1999, which is incorporated herein by reference, or as subsequently modified by the Parties.

7. Billing Performance Measurements

In the event that the Parties do not agree upon a billing quality assurance program, billing standard measurement and performance requirements will be handled in accordance with Attachment 9 of this Agreement.

8. Recording Failures

8.1 When BellSouth carries or switches calls and fails to record, when appropriate, regardless of whether Sprint or BellSouth are performing the billing function, BellSouth shall notify Sprint of the amount of estimated Sprint revenue in accordance with Section 8.3. BellSouth shall compensate Sprint for this lost revenue. Such compensation shall be net of revenue BellSouth demonstrates it would have received for services provided to Sprint, but for which BellSouth could not render bills as a result of any recording failure(s).

8.1.1 BellSouth shall include the amount of unbillable Sprint revenue that is attributable to failures to record, within three (3) bill periods.

8.2 Lost, Damaged, Destroyed Message Data

8.2.1 When Sprint message data are lost, damaged, or destroyed as a result of BellSouth error or omission when BellSouth is performing the billing and/or recording funciton, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal limitations, or such other time periods that may be agreed to by the Parties within the limitations of the law, BellSouth shall notify Sprint of the amount of estimated Sprint revenue in accordance with Section 8.3 and BellSouth shall compensate Sprint for this lost revenue.

8.2.2 When Sprint message data are lost, damaged, or destroyed as a result of BellSouth error or omission when Sprint is performing the billing and/or recording function, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal limitations, or such other time periods that may be agreed to by the Parties within the limitations of the law, BellSouth shall notify Sprint of the amount of estimated Sprint revenue in accordance with Section 8.3 of this Attachment, and BellSouth shall compensate Sprint for the net loss to Sprint.

8.2.3 BellSouth shall notify Sprint in advance of the date of monthly billing statement that shall contain such adjustments. BellSouth shall provide sufficient information to allow Sprint to analyze the data.

8.3 Recording Quality

8.3.1 Material Loss

BellSouth shall review its daily controls to determine if data has been lost. BellSouth shall use the same procedures to determine a Sprint material loss as it uses for itself. The message threshold used by BellSouth to determine a material loss of its own messages will also be used to determine a material loss of Sprint messages. When it is known that there has been a loss, actual message and minute volumes should be reported if possible. Where actual data are not available, a full day shall be estimated for the recording entity as outlined in the paragraph below titled Estimating Volumes. The loss is then determined by subtracting recorded data from the estimated total day business.

8.3.2 Complete Loss

Estimated message and minute volumes for each loss consisting of an entire/tape or file lost in transit, lost after receipt, degaussed before processing, received blank or unreadable, etc. shall be reported. Also the loss of one or more boxes of operator tickets shall be estimated and reported if applicable.

8.3.3 Estimated Volumes

From message and minute volume reports for the entity experiencing the loss, BellSouth shall secure message/minute counts for the corresponding day of the weeks for four (4) weeks preceding the week following that in which the loss occurred. BellSouth shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue.

Exceptions:

A. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use an additional number of weeks in order to procure volumes for two (2) non-holidays.

B. If the call or usage data lost represents calls or usage on a weekday which is a holiday (except Christmas and Mother's Day), use volumes from the preceding and following Sunday.

C. If the call or usage data lost represents calls or usage on Mother's Day or Christmas, use volumes from that day in the preceding year (if available).

D. In the selection of corresponding days for use in developing estimates, consideration shall be given to other conditions which may affect call volumes such as tariff changes, weather and local events (conventions, festivals, major sporting events, etc.) in which case the use of other days may be more appropriate.

8.4 Unbillable Compensation

8.4.1 BellSouth liability for such unbillables shall be limited to instances of error or omission, including but not limited to, the acts or omissions of BellSouth employees, agents and contractors, and the failures of BellSouth hardware, software and other BellSouth equipment.

8.4.2 The term "unbillable" refers to a message or service that cannot be billed to the correct Sprint customer.

8.4.3 BellSouth shall include Unbillables as a result of Recording Failure, or Lost, Damaged, or Destroyed Data on the monthly billing statement.

9. Optional Daily Usage File

9.1 The BellSouth Optional Daily Usage File (ODUF) provides electronic billing data for billable messages carried over the BellSouth network, processed in the BellSouth CRIS billing system and originated from a Sprint customer. ODUF contains messages alternately billed to a Sprint customer when using UNE, Resale and Interim Number Portability services. ODUF also includes electronic billing data for operator handled calls originating from Sprint's subscriber lines if Sprint purchases Operator Services from BellSouth.

9.2 Upon written request from Sprint, BellSouth will provide the Optional Daily Usage File (ODUF) service to Sprint pursuant to the terms and conditions set forth in this section.

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

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

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

9.6 EMI compliant messages that error in the billing system of Sprint will be the responsibility of the Sprint. Any messages that are duplicates, misdirected or are non-EMI compliant should be handled through the existing Bona Fide Billing Dispute process described in Section 3 of this Attachment. BellSouth will work with Sprint to determine the source of the errors and the appropriate resolution.

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

9.7.1 Usage To Be Transmitted

9.7.1.1 The following messages recorded by BellSouth will be transmitted to Sprint:

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

- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

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

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

9.7.1.4 In the event that Sprint detects a duplicate on Optional Daily Usage File they receive from BellSouth, Sprint shall handle such duplicate message through the Bona Fide Billing Dispute process. Sprint shall not return the duplicate message to BellSouth.

9.7.2 Physical File Characteristics

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

9.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Sprint for the purpose of data transmission. Where a dedicated line is required, Sprint will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Sprint will also be responsible for any charges associated

with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Sprint. Additionally, all message toll charges associated with the use of the dial circuit by Sprint will be the responsibility of Sprint. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Sprint end for the purpose of data transmission will be the responsibility of Sprint.

9.7.3 Packing Specifications

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

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

The data will be packed using ATIS EMI records.

9.7.4 Pack Rejection

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

9.7.5 Control Data

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

9.7.6 Testing

9.7.6.1 Upon request from Sprint, BellSouth shall send test files to Sprint for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or

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

10. Access Daily Usage File

10.1 Upon written request from Sprint, BellSouth will provide the Access Daily Usage File (ADUF) service to Sprint pursuant to the terms and conditions set forth in this section.

10.2 The Sprint shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

10.3 The Access Daily Usage Feed will contain access messages associated with a port that Sprint has purchased from BellSouth

10.4 Charges for delivery of the Access Daily Usage File will appear on the Sprints' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

10.5 EMI compliant messages that error in the billing system of Sprint will be the responsibility of Sprint. Any messages that are duplicates, misdirected or are non-EMI compliant should be handled through the existing Bona Fide Billing Dispute process. BellSouth will work with Sprint to determine the source of the errors and the appropriate resolution.

10.6 Usage To Be Transmitted

10.6.1 The following messages recorded by BellSouth will be transmitted to Sprint:

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

10.6.2 When Sprint purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to Sprint and send
access record to Sprint via ADUF

Originating from network element and carried by BellSouth (Sprint is BellSouth's toll customer):

BellSouth will bill resale toll rates to Sprint and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File).

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to Sprint and send access record to Sprint.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to Sprint and send access record to Sprint.

10.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to Sprint.

10.6.4 In the event that Sprint detects a duplicate on the Access Daily Usage File they receive from BellSouth, Sprint will handle such duplicate messages through the Bona Fide Billing Dispute process. Sprint shall not return the duplicate message to BellSouth.

10.6.5 Physical File Characteristics

10.6.5.1 The Access Daily Usage File will be distributed to Sprint via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

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

10.6.6 Packing Specifications

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

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

The data will be packed using ATIS EMI records.

10.6.7 Pack Rejection

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

10.6.8 Control Data

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

10.6.9 Testing

10.6.9.1 Upon request from Sprint, BellSouth shall send test files to Sprint for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

11. Enhanced Optional Daily Usage File

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

11.2 Sprint shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

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

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

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

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

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

11.6.1 Usage To Be Transmitted

11.6.1.1 The following messages recorded by BellSouth will be transmitted to Sprint:

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

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

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

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

11.6.2 Physical File Characteristics

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

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

11.6.3 Packing Specifications

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

11.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Sprint which BellSouth RAO that is sending the message. BellSouth and Sprint will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Sprint and resend the data as appropriate.

The data will be packed using ATIS EMI records.

12 Rate True-up

This section applies only to BellSouth and Sprint CLEC for rates that are interim or expressly subject to true-up as marked by an I in Exhibit C of this Attachment.

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

12.2 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 an effective order of the Commission. 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 14 of the General Terms and Conditions of this Agreement.

12.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within ninety (90) days or as mutually agreed to by the Parties, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions 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.

12.4 An 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 Sprint specifically or upon all carriers generally, such as a generic cost proceeding.

ODUF/ADUF/CMDS - Mississippi													Attachment: 7				Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.008087										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012803										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000063										
		ODUF: Message Processing, per message				N/A	0.004707										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	49.04										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010669										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/CMDS - Tennessee														Attachment: 7			Exhibit: A
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.004										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000044										
		ODUF: Message Processing, per message				N/A	0.0027366										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000339										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ATTACHMENT 8

LICENSE

for

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

Dated: _____ , _____

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

Sprint's legal name to be inserted

(Licensee)

Sprint desires to conduct business in the following area(s):

☐ AL ☐ KY ☐ LA ☐ MS ☐ TN ☐ FL ☐ GA ☐ NC ☐ SC

or

☐ BellSouth Region

BELLSOUTH License Number - _____

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APPENDICES

I Schedule of Fees, Charges, and Attachment Transfer Rate Schedule

II Records Maintenance Centers

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RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Attachment, together with the General Terms and Conditions Sections of this Agreement, sets forth the terms and conditions under which BellSouth shall afford to Sprint access to BellSouth's Poles, Ducts, Conduits and Rights-of-Way, pursuant to the Act

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Attachment shall, as used herein, have the meanings set forth in this Section 1.

1.1 Anchor. The term Anchor refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by BellSouth, as distinguished from Anchors which are owned and controlled by other persons or entities.

1.2 Anchor/Guy Strand. The term Anchor/Guy Strand refers to supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-Pole guys.

1.3 Application. The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for BellSouth owned or controlled Facilities. Each Application is limited in size to a maximum of (1) 100 consecutive Poles or (2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.

1.4 Communications Act of 1934. The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.

1.5 Assigned. The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to any space in such Conduit or Duct or on such Pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being Assigned.

1.6 Available. The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not Assigned to a specific provider at the applicable time.

1.7 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.

1.8 Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of BellSouth's Conduit System.

1.9 Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Agreement, the term refers to Conduit Systems owned or controlled by BellSouth.

1.10 Cost. The term Cost as used herein refers to charges made by BellSouth to Sprint for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.

1.11 Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Agreement, the term Duct includes Inner-ducts created by subdividing a Duct into smaller channels.

1.12 Facilities. The terms facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.

1.13 The acronym FCC refers to the Federal Communications Commission.

1.14 Handholes. The term Handhole refers to an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining Facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.

1.15 Inner-Duct. The term Inner-duct refers to a pathway created by subdividing a Duct into smaller channels.

1.16 Joint User. The term Joint User refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights-of-Way owned by the other party.

1.17 Lashing. The term Lashing refers to the attachment of a Sprint Sheath or Inner-duct to a supporting strand.

1.18 License. The term License refers to any License issued pursuant to this Agreement and may, if the context requires, refer to Conduit Occupancy or Pole attachment Licenses issued by BellSouth prior to the date of this Agreement.

1.19 Licensee. The term Licensee refers to a third person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its Facilities in BellSouth's Conduit System or attach its Facilities to BellSouth's Poles or Anchors.

1.20 Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare BellSouth's Conduit Systems, Poles or Anchors and related Facilities for the requested Occupancy or attachment of Sprint's Facilities. Make-Ready Work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate Sprint's Facilities and not to meet BellSouth's business needs or convenience. Make-Ready Work may require "dig-ups" of existing Facilities and may include the repair, enlargement or modification of BellSouth's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Sprint's Facilities.

1.21 Manhole. The term Manhole refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.

1.22 Occupancy. The term occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right-of-way.

1.23 Owner. The term Owner is defined as the person in whom is vested the ownership, or title of property; proprietor.

1.24 Person Acting on Sprint's Behalf. The terms Person Acting on Sprint's Behalf, personnel performing work on Sprint's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Sprint's Behalf, personnel performing work on Sprint's behalf, and similar terms specifically include, but are not limited to, Sprint, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Sprint and their respective officers, directors, employees, agents, and representatives.

1.25 Person Acting on BellSouth's Behalf. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.

1.26 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by BellSouth, and does not include utility Poles or Anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

1.27 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.

1.28 Pre-License Survey. The term Pre-License Survey refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate Sprint's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Sprint's Facilities.

1.29 Right-of-Way (ROW). The term Right-of-Way refers to the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.30 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.

1.31 Spare Capacity. The term Spare Capacity refers to any Poles, Conduit, Duct or Inner-duct not currently Assigned or subject to a pending Application for attachment/Occupancy. Spare capacity does not include an Inner-duct (not to exceed one Inner-duct per party) reserved by BellSouth, Sprint, or a Third Party for maintenance, repair, or emergency restoration.

1.32 Intentionally left blank.

1.33 Third Party. The terms Third Party and third parties refer to persons and entities other than Sprint and BellSouth. Use of the term Third Party does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. SCOPE OF AGREEMENT

2.1 Undertaking of BellSouth. BellSouth shall provide Sprint with equal and nondiscriminatory access to Poles, Conduits, Ducts, and Rights-of-Way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such Facilities to Sprint because of the potential or forecasted needs of itself or other parties.

2.2 Attachments and Occupancies Authorized by this Agreement. BellSouth shall issue one or more Licenses to Sprint authorizing Sprint to attach Facilities to BellSouth's owned or controlled Poles and to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights-of-Way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.

2.2.1 Unless otherwise provided herein, authority to attach Facilities to BellSouth's owned or controlled Poles, to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights-of-Way shall be granted only in individual Licenses granted under this Agreement and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Agreement.

2.2.2 Sprint agrees that its attachment of Facilities to BellSouth's owned or controlled Poles, Occupancy of BellSouth's owned or controlled Conduits, Ducts or Rights-of-Way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such Licenses.

2.2.3 Sprint may not sublease or otherwise authorize any Third Party to use any part of the BellSouth Facilities licensed to Sprint under this Attachment, except that Sprint may lease its own Facilities to third parties. Notwithstanding the above, upon notice to BellSouth, Sprint may permit Third Parties who have an agreement with BellSouth to overlash to existing Sprint attachments in accordance with the terms and conditions of such Third Party’s agreement with BellSouth, and Sprint may lease dark fiber to a Third Party.

2.3 Licenses. Subject to the terms and conditions set forth in this Agreement, BellSouth shall issue to Sprint one or more Licenses authorizing Sprint to place or attach Facilities in or to specified Poles, Conduits, Ducts or Rights-of-Way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a License Application if BellSouth determines that the Pole, Conduit or Duct space specifically requested by Sprint is necessary to meet BellSouth's plans that are anticipated/projected for the next 1-year planning period, or is licensed by BellSouth to another Licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to Sprint within a reasonable time specifying in detail the reasons for denying Sprint's request. BellSouth shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Sprint's Facilities will enter and exit BellSouth's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the Conduit System.

2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Sprint access to and use of all associated Rights-of-Way to any sites where BellSouth's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of BellSouth's owned or controlled Conduit Systems are located.

2.4.1 BellSouth shall provide Sprint with access to and use of such Rights-of-Way to the same extent and for the same purposes that BellSouth may access or use such Rights-of-Way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

2.4.2 Where BellSouth notifies Sprint that BellSouth's agreement with a Third Party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Sprint's request, BellSouth will use its best efforts to obtain the Owner's consent and to otherwise secure such rights for Sprint. Sprint agrees to reimburse BellSouth for the reasonable and demonstrable Costs incurred by BellSouth in obtaining such rights for Sprint.

2.4.3 In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Sprint in accordance with 2.4.2, or, in the case where Sprint elects not to invoke its rights under 2.4.1 or 2.4.2, Sprint shall be responsible for obtaining such permission to access and use such Rights-of-Way. BellSouth shall cooperate with Sprint in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Sprint.

2.4.4 Where BellSouth has any ownership or Rights-of-Way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Sprint through a License or other attachment:

2.4.4.1 The right to use any Available space owned or controlled by BellSouth in the building or building complex to install Sprint equipment and Facilities; and

2.4.4.2 Ingress and egress to such space.

2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights-of-Way, and nothing contained in this Agreement or in any License granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private Rights-of-Way.

2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Sprint has attached or placed Facilities pursuant to Licenses issued under this Agreement provided however that BellSouth shall give Sprint reasonable advance written notice of such intent to convey.

2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own Facilities within BellSouth's Conduits, Ducts or rights-of way or any of BellSouth's Facilities attached to BellSouth's Poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in BellSouth's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Sprint's Pole attachment, Conduit Occupancy or ROW use, rights provided by Licenses issued pursuant to this Agreement.

2.7 No Effect on Sprint's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Sprint's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within BellSouth's Conduits, Ducts or Rights-of-Way or its Facilities attached to BellSouth's Poles at any time and in any reasonable manner which Sprint deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Sprint to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights-of-Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Sprint's obligations under Licenses issued pursuant to this Agreement.

2.8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

2.8.1 Sprint acknowledges that the Facilities of persons or entities other than BellSouth and Sprint may be attached to or occupy BellSouth's Poles, Conduits, Ducts and Rights-of-Way.

2.8.2 BellSouth shall not attach, or give permission to any third parties to attach Facilities to, existing Sprint Facilities without Sprint's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Sprint Facilities, BellSouth shall notify Sprint of any such unauthorized attachments. BellSouth shall coordinate with Sprint, and BellSouth shall use its best efforts to rectify the situation.

2.8.3 With respect to Facilities occupied by Sprint or the subject of an Application for attachment by Sprint, BellSouth will give to Sprint 60 calendar days' written notice for Conduit extensions or reinforcements, 60 calendar days' written notice for Pole line extensions, 60 calendar days' written notice for Pole replacements, and 60 calendar days' written notice of BellSouth's intention to construct, reconstruct, expand or place such Facilities or of BellSouth's intention not to maintain or use any existing facility. Where BellSouth elects to abandon or remove BellSouth Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing Licenses pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) calendar days of written notice from BellSouth. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Sprint or the subject of an Application for attachment by Sprint, BellSouth will notify Sprint as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Sprint, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated facility need of Sprint.

2.8.4 Upon Sprint's request and at its expense, BellSouth shall remove any retired cable from Conduit Systems to accommodate Sprint's Facilities and allow for the efficient use of Conduit space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow Licensee the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables. If the parties are unable to agree, on such removal arrangements, the matter may be resolved pursuant to the Dispute Resolution procedure set forth in the General Terms and Conditions of this Agreement.

2.8.5 BellSouth shall allow Sprint to reserve spares and space for maintenance and emergency purposes as permitted by federal or state legal or regulatory authority.

2.9 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by BellSouth on an equal basis to BellSouth, Sprint and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

3.1 Published Standards Incorporated in this Section by Reference. Sprint agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

3.1.2 The National Electrical Code (NEC); and

3.1.3 The National Electrical Safety Code (NESC).

3.2 Changes in Published Standards. Sprint agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.

3.3 Additional Electrical Design Specifications. Sprint agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Sprint's Facilities placed in BellSouth's Conduit System shall meet all of the following electrical design specifications:

3.3.1 No facility shall be placed in BellSouth's Conduit System in violation of FCC regulations.

3.3.2 Sprint's Facilities placed in BellSouth's Conduit System shall not be designed to use the earth as the sole conductor for any part of Sprint's circuits.

3.3.3 Sprint's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

3.3.4 No coaxial cable of Sprint shall occupy a Conduit System containing BellSouth's cable unless such cable of Sprint meets the voltage limitations of Article 820 of the National Electrical Code.

3.3.5 Sprint's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new Facilities shall be compatible with the other party's Facilities so as not to damage any Facilities of the other party by corrosion or other chemical reaction.

3.4 Additional Physical Design Specifications. Sprint's Facilities placed in BellSouth's Conduit System must meet all of the following physical design specifications:

3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's Conduit or Ducts.

3.4.2 The integrity of BellSouth's Conduit System and overall safety of BellSouth's personnel and other personnel working in BellSouth's Conduit System requires that "dielectric cable" be required when Sprint's cable facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying facility of a power utility.

3.4.3 New construction splices in Sprint's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.

3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Sprint's Conduit to BellSouth's Conduit System:

3.5.1 Sprint will be permitted to connect its Conduit or Duct only at the point of a BellSouth Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Sprint Facilities will be performed by Sprint or its contractor at Sprint’s expense. In no event shall Sprint or its contractor “core bore” or make any other modification to BellSouth Manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

3.5.2 BellSouth may monitor, at Sprint’s expense, the entrance and exit of Sprint's Facilities into BellSouth's Manholes and the placement of Sprint's Facilities in BellSouth's Manholes.

3.5.3 If Sprint constructs or utilizes a Duct connected to BellSouth's Manhole, the Duct and all connections between that Duct and BellSouth's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's Conduit System. If Sprint's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's Conduit System.

3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Sprint access to BellSouth's Conduit Systems may be performed by BellSouth at Sprint's expense at charges which represent BellSouth's actual Costs. Alternatively (at Sprint's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Sprint, its contractors, and other persons acting on Sprint's behalf will perform work for Sprint (e.g., splicing Sprint's Facilities) within BellSouth's Conduit System. Sprint represents and warrants that neither Sprint nor any Person Acting on Sprint's Behalf shall permit any person to climb or work on or in any of BellSouth's Poles or to enter BellSouth's Manholes or work within BellSouth's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.

3.6.1 Sprint's Facilities within BellSouth's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Sprint's Facilities.

3.6.2 "Rodding" or clearing of Ducts in BellSouth's Conduit System shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Sprint may contract with BellSouth for performance of such work or (at Sprint's option) with a contractor who demonstrates compliance with BellSouth certification requirements.

3.6.3 Personnel performing work on BellSouth's or Sprint's behalf in BellSouth's Conduit System shall not climb on, step on, or otherwise disturb the other party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of BellSouth's Conduit System.

3.6.4 Personnel performing work on BellSouth's or Sprint's behalf within BellSouth's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

3.6.5 All of Sprint's Facilities shall be firmly secured and supported in accordance with Telcordia Technologies, f/k/a Bell Communications Research, Inc. (BellCore") and industry standards.

3.6.6 Identification of Facilities in Conduit/Manholes. Sprint's Facilities shall be plainly identified with Sprint's name in each Manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own Facilities.

3.6.6.1 Identification of Pole Attachments. Sprint's Facilities attached to BellSouth Poles shall be plainly identified with Sprint's name firmly affixed at each Pole by a permanent tag that meets industry standards.

3.6.7 Manhole pumping and purging required in order to allow Sprint's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

3.6.9 Any leak detection liquid or device used by Sprint or personnel performing work on Sprint's Facilities within BellSouth's Conduit System shall be of a type approved by BellSouth or Telcordia Technologies, f/k/a Bell Communications Research, Inc. (BellCore").

3.6.10 When Sprint or personnel performing work on Sprint's behalf are working within or in the vicinity of any part of BellSouth's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights-of-Way, Sprint and all personnel performing work on Sprint's behalf shall follow procedures which Sprint deems appropriate for the protection of persons and property. Sprint shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Sprint will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. BellSouth shall have no responsibility for the safety of personnel performing work on Sprint's behalf, or for the safety of bystanders. Sprint also has responsibility for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Sprint's activities on, in or in the vicinity of BellSouth's Poles or Conduit System if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Sprint or any personnel performing work on Sprint's behalf, which suspension shall cease when the condition has been rectified.

3.6.11 Except for protective screens, no temporary cover shall be placed by Sprint or personnel performing work on Sprint's behalf over an open Manhole unless it is at least four feet above the surface level of the Manhole opening.

3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's Manholes, in any other portion of BellSouth's Conduit System, or within 10 feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

3.6.13 Artificial lighting, when required, will be provided by Sprint. Only explosion-proof lighting fixtures shall be used.

3.6.14 Neither Sprint nor personnel performing work on Sprint's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's Conduit System (including any Manhole) during work operations performed within or in the vicinity of BellSouth's Conduit System.

3.6.15 Sprint will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's Manholes, in any other portions of BellSouth's Conduit System, or within 10 feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's Manholes and the authority of BellSouth personnel present when work on Sprint's behalf is being performed within or in the vicinity of BellSouth's Conduit System.

3.7.1 BellSouth's Manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

3.7.2 Sprint shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth’s Manholes.

3.7.3 Sprint shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.

3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Sprint's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Sprint or personnel performing work on Sprint's behalf of their responsibility to conduct all work operations within BellSouth's Conduit System in a safe and workmanlike manner.

3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Sprint's work at the work site, BellSouth's employee or agent shall have the authority to suspend Sprint's work operations within BellSouth's Conduit System if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Sprint or personnel performing work on Sprint's behalf.

3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Sprint agrees that:

3.8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

3.8.2 All persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;

3.8.3 Sprint shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

3.8.4 Sprint (and any Person Acting on Sprint's Behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's Poles or Conduit System to BellSouth.

3.9 Compliance with Environmental Laws and Regulations. Sprint acknowledges that, from time to time, environmental contaminants may enter BellSouth's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a Conduit for which Sprint has applied for or holds a License, BellSouth will promptly notify Sprint of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Sprint acknowledges that some of BellSouth's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit, " "Transite," or "Johns-Manville." Until proven otherwise, Sprint will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Sprint or personnel performing work on Sprint's behalf that BellSouth's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit Facilities. Sprint agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

3.9.1 Sprint's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

3.9.2 All persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

3.9.3 Sprint shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.

3.9.4 Sprint and all personnel performing work on Sprint's behalf shall comply with such standards and practices as BellSouth and Sprint may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Sprint nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth Manhole or other Conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.

3.10 Compliance with Other Governmental Requirements. Sprint agrees that its Facilities attached to BellSouth's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Sprint shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Sprint shall establish appropriate controls to assure such compliance by all persons acting on Sprint's behalf, including but not limited to, Sprint's employees, agents, contractors, and subcontractors.

3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.

3.12 Sprint Solely Responsible for the Condition of Its Facilities. Sprint shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Sprint to inspect or monitor the condition of Sprint's Facilities (including but not limited to splices and other Facilities connections) located within BellSouth's Conduit and Ducts or any attachment of Sprint's Facilities to BellSouth's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. BellSouth may, however, conduct such inspections and audits of its Poles and Conduit System as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Sprint violation of the requirements of this Agreement; and (2) inspection of Sprint Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Sprint. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified or, where not readily identifiable, shall be reported to BellSouth.

3.13 Efficient use of Conduit. BellSouth will install Inner-ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-ducts which can reasonably be installed will be determined by BellSouth.

4. ADDITIONAL LEGAL REQUIREMENTS

4.1 Third Party Property Owners. Licenses granted under this Attachment authorize Sprint to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1 Sprint agrees that neither Sprint nor any persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the Owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Sprint's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Sprint's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

4.2 Required Permits, Certificates and Licenses. Sprint shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

4.2.1 Sprint shall not attach or place its Facilities to or in BellSouth's Poles, Conduit or Duct located on any property for which it or BellSouth has not first obtained all required authorizations.

4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's Pre-License Survey work.

4.3 Lawful Purposes. All Facilities placed by Sprint in BellSouth's Conduit and Ducts or on BellSouth's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Sprint's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Sprint shall not utilize any Facilities occupying or attached to BellSouth's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5. FACILITIES AND LICENSES

5.1 Licenses Required. Before placing any Facilities in BellSouth's Conduits or Ducts or attaching any Facilities to BellSouth's Poles, Anchors or Anchor/Guy Strands, Sprint must first apply for and receive a written License from BellSouth.

5.2 Provision of Records and Information to Sprint. In order to obtain information regarding Facilities, Sprint shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, BellSouth shall provide Sprint with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth Poles, Conduit and right-of-way located within the geographic area specified by Sprint. Provision of information under the terms of this section shall include the right of Sprint employees or agents to inspect and copy engineering records or drawings which pertain to those Facilities within the geographic area identified in Sprint's request. Such inspection and copying shall be done at a time and place listed in Appendix II of this agreement. The Costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total Costs are actual:

1) BellSouth employee Costs based on the time spent researching, reviewing and copying records
2) Copying Costs
3) Shipping Costs

5.3 No Warranty of Record Information. Sprint acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and Right-of-Way. In providing such records and information, BellSouth assumes no liability to Sprint or any Third Party for errors/omissions contained therein.

5.4 Determination of Availability. BellSouth shall provide Pole, Conduit and right-of-way availability information in response to a request from Sprint which identifies with reasonable specificity the Facilities for which such information is desired. Sprint may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and BellSouth shall provide Sprint at least forty-eight (48) hours notice prior to initiating such field survey. Sprint employees or agents shall be permitted to enter BellSouth Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Sprint's expense.

5.5 Assignment of Conduit, Duct and Poles. BellSouth shall not unreasonably deny or delay issuance of any License and, in any event, BellSouth shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

5.5.1 No Make-Ready Work Required. If BellSouth determines that no Make-Ready Work is required, BellSouth shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) business days after the determination has been made that no Make-Ready Work is required, but in no event later than 45 calendar days after BellSouth receives Sprint's Application, which period shall exclude any time BellSouth is awaiting a response from Licensee.

5.5.2 Make-Ready Work Required. If Make-Ready Work is to be performed by BellSouth, such Available space shall remain in effect until make-ready Costs are presented to Sprint and approval by Sprint pursuant to the time frames herein stated in 6.2. If Sprint approves BellSouth's make-ready Costs, Sprint shall have twelve (12) months from the date of issuance of License to install its Facilities.

If Sprint rejects BellSouth's Costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Sprint elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Sprint shall install its Facilities within twelve (12) months from the date that Sprint informs BellSouth that Sprint will perform Make-Ready Work. In the event Sprint does not install its Facilities within the time frames set out in this Section 5.5, the assignment shall be void and such space shall become Available.

6. MAKE-READY WORK

6.1 Work Performed by BellSouth. If performed by BellSouth, Make-Ready Work to accommodate Sprint's Facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

6.1.1 If Sprint desires Make-Ready Work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges based upon the expedited timeframes requested. If Sprint accepts BellSouth's offer, Sprint shall pay such additional charges.

6.2 All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from BellSouth. BellSouth will begin Make-Ready Work required to accommodate Sprint after receipt of Sprint's make-ready payment.

6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by BellSouth, Sprint at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Sprint may not employ a

contractor to accomplish Make-Ready Work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by BellSouth.

6.4 Completion of Make-Ready Work. BellSouth will issue a License to Sprint at the time all Make-Ready Work necessary to Sprint's attachment or Occupancy has been completed., but in no event shall the issuance exceed thirty (30) calendar days after completion of Make-Ready Work. BellSouth agrees to perform Make-Ready Work at parity with itself and in the same timeframe within which BellSouth would complete comparable work for its own, or its affiliates' own uses, and in a nondiscriminatory manner as among Licensees.

7. APPLICATION FORM AND FEES

Application Process. To apply for a License under this Attachment, Sprint shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating Sprint desired route or engineered drawings are to be included). Sprint has the option of (1) requesting copies of BellSouth records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey has determined that Make-Ready Work is not required. Sprint shall submit with Sprint's License Application a proposed or estimated construction schedule as set forth below in Section 10. BellSouth will process License Applications in the order in which they are received; provided, however, that when Sprint has multiple Applications on file with BellSouth, Sprint may designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

7.1.1 BellSouth will review a complete Application and in the event of denial, will advise Sprint of such within forty-five (45) calendar days. In the event no denial is made within such forty-five (45) calendar day period, the Application will be deemed accepted.

7.1.2 Each Application for a License under this Section shall specify the proposed route of Sprint's Facilities and identify the Conduits and Ducts or Poles and Pole Facilities along the proposed route in which Sprint desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Sprint desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Sprint desires to attach to each Pole.

7.1.3 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Sprint will, at its option, perform its own Make-Ready Work. If on the Application Sprint indicates that BellSouth is to perform the Make-Ready Work, BellSouth will provide Sprint with the Make-Ready Work estimate for approval by Sprint at Sprint's option. Sprint may proceed in accordance with section 5.

7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Sprint may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by Sprint in the same cable sheath. Sprint's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Sprint's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Sprint desires to lash additional cable to existing Facilities of a Third Party, Sprint shall provide BellSouth with reasonable notice, and shall obtain written permission from the Owner of the existing Facilities. If BellSouth determines that the requested Lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Sprint within a reasonable time specifying in detail BellSouth's findings. If Sprint desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, Sprint must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to BellSouth Poles.

7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing Licenses and Applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

	Notices	**Billing Address**
To Licensee as follows:		
Contact	Timothy A. Dismond	Rachel Williams-Glenn
Title	Manager - Right of Way	Spv Project Admin
Company	Sprint Communications L.P.	Sprint Communications L.P.
Address	Mailstop: KSOPHT0101-Z2040	Attn: CRE-Lease Admin
Address	6391 Sprint Parkway	P.O. Box 12908
City, State, and Zip Code	Overland Park, KS 66251-2040	Shawnee Mission, KS 66251-2040
Telephone	913 762-7676	913 315-4416
Facsimile	913 762-0912	913 315-4459
with a copy to:	John Chapman	
	Attorney Sprint Legal Department	
	Mailstop: KSOPHT0101-Z2020	
	6391 Sprint Parkway	
	Overland Park, Kansas 66251-2020	
	Phone: 913 624-6442	
	Fax: 913 624-6388	
and to Licensor as follows:		
Contact	Arthur B. Williams	
Title	Manager	
Company	BellSouth Telecommunications, Inc.	
Address	North W3D2	
Address	3535 Colonnade Parkway	
City, State, and Zip Code	Birmingham, AL 35243	
Telephone	(205) 977-5068	
Facsimile	(205) 977-7997	

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

8.1 Sprint's Priorities. When Sprint has multiple Applications on file with BellSouth, Sprint shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

8.2 Pre-License Survey. After Sprint has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Sprint's Facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of BellSouth's Conduit System or Facilities attached to BellSouth's Pole or placed within or connected to BellSouth's Conduit System. If Pre-License Survey is to be conducted by BellSouth, BellSouth will provide Sprint a Cost, based on its review of Licensee's Application request, to perform the Pre-License Survey. BellSouth will submit to Sprint Costs to complete the Pre-License Survey; after receipt of Sprint's payment of Pre-License Survey Costs, BellSouth will schedule the survey. BellSouth agrees to perform Pre-License Survey Work at parity with itself and in the same timeframe within which BellSouth would complete comparable work for its own, or its affiliates' own uses, and in a nondiscriminatory manner as among Licensees. If Sprint gives its prior written consent in writing, the determination of Duct availability may include the "rodding" of Ducts at Sprint's expense.

8.2.1 The purpose of the Pre-License Survey is to determine whether Sprint's proposed attachments to BellSouth's Poles or Occupancy of BellSouth's Conduit and Ducts will substantially interfere with use of BellSouth's Facilities by BellSouth and others with Facilities occupying, connected or attached to BellSouth's Pole or Conduit System; and to provide information to Sprint for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.

8.2.2 Based on information provided by BellSouth, Sprint shall determine whether BellSouth's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Sprint's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an Application based on BellSouth's determination that Sprint's proposed use of BellSouth' s Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. In the case of a dispute, the parties shall submit the issue for resolution pursuant to the procedures set forth for Dispute Resolution General Terms and Conditions, of this Agreement. Sprint shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Sprint acknowledges that BellSouth is not explicitly or implicitly warranting to Sprint that Sprint's proposed use of BellSouth's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed Facilities) will be performed by BellSouth at Sprint’s expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

9.1 Obligation to Issue Licenses. BellSouth shall issue a License to Sprint pursuant to this 9.1. BellSouth and Sprint acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which Sprint may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each License issued hereunder shall be for an indefinite term, subject to Sprint's compliance with the provisions applicable to such License and further subject to Sprint's right to terminate such License at any time for any reason upon at least thirty (30) calendar days' prior written notice.

9.1.1 Intentionally left blank (BST standard moved to 5.1.1).

9.2 Multiple Applications. Sprint acknowledges that multiple parties including BellSouth may seek to place their Facilities in BellSouth's Conduit and Ducts or make attachments to Poles at or about the same time, that the Make-Ready Work required to prepare BellSouth's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant, that issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or right-of-way.

9.2.1 All Applications will be processed on a first-come, first-served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. Sprint's submission of written authorization for Make-Ready Work shall also constitute Sprint's agreement to pay additional Cost-based charges, if any, for completed Make-Ready Work; provided, however, to the extent BellSouth is also utilizing the facility and to the extent any modification is used to bring the Facilities into compliance with any applicable safety or other governmental requirement or to perform any necessary repairs, BellSouth will be responsible for its share of the modification Cost.

9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Sprint shall make arrangements with the Owners of other Facilities located in or connected to BellSouth's Conduit System or attached to BellSouth's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of Sprint's Facilities in or to BellSouth's structures.

9.5 Intentionally left blank (BST standard moved to 6.1.1).

9.6 License. When Sprint's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, BellSouth will execute and return a signed authorization to Sprint, as appropriate, authorizing Sprint to attach or place the specified Facilities on BellSouth's Poles or in BellSouth's Conduit or Ducts.

9.6.1 Each License issued under this Section shall authorize Sprint to attach to BellSouth's Poles or place or maintain in BellSouth's Conduit or Ducts only those Facilities specifically described in the License, and no others.

9.6.2 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

10. CONSTRUCTION OF SPRINT'S FACILITIES

10.1 Construction Schedule. Sprint shall submit with Sprint's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting Sprint to attach Facilities to BellSouth's Poles or place Facilities in BellSouth's Conduit or Ducts, Sprint shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:

10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

10.1.3 The estimated dates when construction will begin and end; and

10.1.4 The approximate dates when Sprint or persons acting on Sprint's behalf will be performing construction work in connection with the placement of Sprint's Facilities in BellSouth's Conduit or Ducts.

10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Sprint places Facilities in BellSouth's Conduit System:

10.2.1 Sprint shall give written notice of the type of Facilities which are to be placed; and

10.2.2 BellSouth shall designate the particular Duct or Ducts or Inner-ducts (if Available) to be occupied by Sprint's Facilities, the location and manner in which Sprint's Facilities will enter and exit BellSouth's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the Conduit System. Sprint may not occupy a Duct other than the specified Duct without the express written consent of BellSouth. BellSouth shall provide to Sprint space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is Available.

10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any Facilities for Sprint or to attach Sprint's Facilities to, or place Sprint's Facilities in, BellSouth's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

10.4 Sprint Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Sprint and BellSouth, Sprint shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in BellSouth's Poles, Conduit or Ducts at Sprint's sole Cost and expense. Sprint shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Sprint's Facilities and for directing the activities of all persons acting on Sprint's behalf while they are physically present on BellSouth's Pole, in any part of BellSouth's Conduit System or in the vicinity of BellSouth's Poles or Conduit System.

10.4.1 Intentionally left blank (BST standard moved to 3.6.6.1).

10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Sprint shall construct its Facilities in accordance with the provisions of this Section and all Licenses issued hereunder.

10.5.1 Sprint shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Agreement.

10.5.2 Sprint shall satisfy all legal requirements set forth above in this Agreement.

10.5.3 Sprint shall not permit any Person Acting on Sprint's Behalf to perform any work on BellSouth's Poles or within BellSouth's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Sprint or any person working on Sprint's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Sprint shall notify BellSouth of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Sprint is satisfied that the work can be safely performed.

10.6 Construction Notices. If requested to do so, Sprint shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each Pole or Anchor to be occupied by Sprint's Facilities. When the Facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

10.8 Manhole and Conduit Break-Outs. Sprint shall be permitted to add Conduit ports to BellSouth Manholes when existing Conduits do not provide the pathway connectivity needed by Sprint; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

10.9 Completion of Licensee Construction. For each Sprint attachment to or Occupancy within BellSouth Facilities, Sprint will provide to BellSouth's single-point of contact (within 60 calendar days of Sprint construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.

11. USE AND ROUTINE MAINTENANCE OF SPRINT'S FACILITIES

11.1 Use of Sprint's Facilities. Each License granted under this Section authorizes Sprint to have access to Sprint's Facilities on or in BellSouth's Poles, Conduits and Ducts as needed for the purpose of serving Sprint's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

11.2 Routine Maintenance of Sprint's Facilities. Each License granted under this Section authorizes Sprint to engage in routine maintenance of Sprint's Facilities located on or in BellSouth's Poles, Conduits, Ducts and ROW pursuant to such License. Sprint shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Sprint shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's Conduit System.

11.3 Sprint Responsible for Maintenance of Sprint's Facilities. Sprint shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all Licenses issued hereunder. Sprint shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Sprint's Facilities and for directing the activities of all persons acting on Sprint's behalf while they are physically present on BellSouth's Poles, within BellSouth's Conduit System or in the immediate vicinity of such Poles or Conduit System.

11.4 BellSouth Not Responsible for Maintaining Sprint's Facilities. BellSouth shall have no obligation to maintain any Facilities which Sprint has attached or connected to, or placed in, BellSouth's Poles, Conduits, Ducts or any portion of BellSouth's Conduit System, except to the extent expressly provided by the provisions of this Section or any License issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

11.5 Information Concerning the Maintenance of Sprint's Facilities. Promptly after the issuance of a License permitting Sprint to attach Facilities to, or place Facilities in BellSouth's Poles, Conduits or Ducts, Sprint shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Sprint's Facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Sprint's Facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Sprint's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Sprint's Facilities as reasonably necessary to demonstrate that Sprint and all persons acting on Sprint's behalf are complying with the requirements of this Section and Licenses issued hereunder.

11.6 Identification of Personnel Authorized to Have Access to Sprint's Facilities. All personnel authorized to have access to Sprint's Facilities shall, while working on BellSouth's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF SPRINT'S FACILITIES

12.1 Notification of Planned Modification or Replacement of Facilities. Sprint shall, when practicable, notify BellSouth in writing at least 60 calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a BellSouth Pole, Anchor or Anchor/Guy Strand or located in any BellSouth Conduit or Duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Sprint's present License or requires a new or amended License.

12.2 New or Amended License Required. A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Sprint use additional space on BellSouth's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, Inner-ducts, or substantial space in any handhole or Manhole) on either a temporary or permanent basis; or

12.2.2 Results in the size or location of Sprint's Facilities on BellSouth's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Sprint's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13.1 Make-Ready Work at the Request of Sprint. If, prior to the issuance of a License, Sprint determines that any Pole, Anchor, Anchor/Guy Strand, Conduit or Duct is inadequate to accommodate Sprint's proposed Pole attachment or Conduit Occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing Facilities or structures to accommodate Sprint, Sprint shall promptly advise BellSouth of the Make-Ready Work it believes necessary to enable the accommodation of Sprint's Facilities.

13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or what Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, BellSouth shall endeavor to minimize its Costs to Sprint. If it is determined that such Make-Ready Work is required, BellSouth shall provide Sprint with the estimated Cost for Make-Ready Work within 30 calendar days of such determination.

13.1.2 Sprint shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other Licensees as well as Sprint, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from BellSouth, BellSouth shall issue such Licenses in conjunction with the issuance of the applied-for License to Sprint. In the event Sprint encounters problems with Licensees failing to rearrange said Facilities in a timely manner BellSouth will request that Licensee rearrange its Facilities at Sprint's expense.

13.2 Rearrangement of Sprint's Facilities at BellSouth's Request. Sprint acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized Application of another entity seeking access to BellSouth's Poles or Conduit Systems. Sprint agrees that Sprint will, upon BellSouth's request, and at BellSouth's expense, but at no Cost to Sprint, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement. Sprint acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Sprint shall, upon BellSouth's request, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement and pay its proportionate share of any Costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

13.2.1 Sprint shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to a Sprint customer.

13.2.2 If Sprint fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Sprint, and Sprint shall reimburse BellSouth for actual Costs and expenses incurred by BellSouth in connection with the rearrangement of Sprint's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Sprint to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Sprint; and provided further, however, that Sprint shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Sprint Responsible for Emergency Repairs to its Own Facilities. In general, Sprint shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Sprint's Facilities.

15. INSPECTION BY BELLSOUTH OF SPRINT'S FACILITIES

15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Sprint's Facilities attached to BellSouth's Poles, Anchors or Anchor/Guy Strands or occupying any BellSouth Conduit or Duct for the limited purpose of determining whether Sprint's Facilities are in compliance with the terms of this Section and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1 BellSouth will give Sprint advance written notice of such inspections, and Sprint shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Sprint.

15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Sprint shall bear the Cost of inspections as delineated in 3.12.

15.2 No Duty to Sprint. Neither the act of inspection by BellSouth of Sprint's Facilities nor any failure to inspect such Facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Sprint of any responsibility, obligations or liability under this Section or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Sprint's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, BellSouth may send written notice to Sprint specifying the alleged noncompliance. Sprint agrees to acknowledge receipt of the notice as soon as practicable. If Sprint does not dispute BellSouth's assertion that such Facilities are not in compliance, Sprint agrees to provide BellSouth with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify BellSouth in writing when the Facilities have been brought into compliance.

16.2 Disputes over Alleged Noncompliance. If Sprint disputes BellSouth's assertion that Sprint's Facilities are not in compliance, Sprint shall notify BellSouth in writing of the basis for Sprint's assertion that its Facilities are in compliance.

16.3 Failure to Bring Facilities into Compliance. If Sprint has not brought the Facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the Facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's Facilities or those of other users, BellSouth may, at its option and Sprint's expense, take such non-service affecting steps as may be required to bring Sprint's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.

16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Sprint's Facilities into compliance, the provisions of this Section shall apply.

16.4.1 BellSouth will, whenever practicable, notify Sprint in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

16.4.2 If Sprint's Facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth Manhole, BellSouth may, at Sprint's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Sprint's Facilities, BellSouth shall endeavor to arrange with Sprint for the reattachment of any Facilities affected.

16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Sprint in writing of the work performed or action taken. Upon receiving such notice, Sprint shall inspect the Facilities and take such steps as Sprint may deem necessary to insure that the Facilities meet Sprint's performance requirements.

16.5 Sprint to Bear Expenses. Sprint shall bear all expenses arising out of or in connection with any work performed to bring Sprint's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Sprint to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Sprint. Disputes between the parties concerning charges by BellSouth to Sprint pursuant to Section 16.3 of this Attachment shall be resolved in accordance with the procedures set forth for Dispute Resolution in the General Terms and Conditions of this Agreement.

17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELLSOUTH'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Sprint's attachments shall be found attached to Pole(s) or occupying Conduit Systems for which no License is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of Licenses, may impose a charge and require Sprint to submit in writing, within thirty (30) calendar days after receipt of written notification from BellSouth of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy License Application. If such Application is not received by BellSouth within the specified time period, Sprint may be required at BellSouth's option to remove its unauthorized attachment or Occupancy within sixty (60) calendar days of the final date for submitting the required Application, or BellSouth may at BellSouth's option remove Sprint's Facilities without liability, and the expense of such removal shall be borne by Sprint. Charges for any such unauthorized Occupancy shall be equal to the applicable License fees and charges which would have been payable from and after the date such Facilities were first placed on BellSouth's Poles or in BellSouth's Conduit System if Sprint provides reasonable documentation of such placement. If Sprint is unable to provide such reasonable documentation the matter may be submitted to the Dispute Resolution Procedures set forth in General Terms and Conditions of this Agreement.

17.1.1 Nothing contained in the Agreement or any License issued hereunder shall be construed as requiring Sprint to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Sprint.

17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for Pole attachments and Conduit System occupancies, as specified herein and as modified from time to time, shall be due and payable immediately for unauthorized Pole attachments or Conduit Occupancy, whether or not Sprint is permitted to continue such unauthorized Pole attachment or Conduit System Occupancy. See Appendix I for applicable annual rental fees.

17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that Sprint shall be subject to all liabilities, obligations and responsibilities of this attachment in regard to said unauthorized use from its inception.

18. REMOVAL OF SPRINT'S FACILITIES

18.1 Pole Attachments. Sprint, at its expense, will remove its attachments from any of BellSouth's Poles within thirty (30) calendar days after termination of the License covering such attachments or as mutually agreed to between BellSouth and Sprint. If Sprint fails to remove its attachments within such thirty (30) calendar day period or as mutually agreed to between BellSouth and Sprint, BellSouth shall have the right to remove such attachments at Sprint's expense and without any liability on the part of BellSouth for damage or injury to Sprint's attachments unless caused by the negligence or intentional misconduct of BellSouth.

18.2 Conduit Occupancy. Sprint, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) calendar days after:

18.2.1 Termination of the License covering such Conduit Occupancy; or

18.2.2 The date Sprint replaces its existing Facilities in one Duct with substitute Facilities in another Duct.

18.2.3 In the event that Sprint elected to have unused or abandoned Facilities removed pursuant to section 2.8.4 of this Attachment, Sprint shall not be required to remove its Facilities from such Conduit System as required by section 18.1 to the extent such Sprint Facilities are of a similar quantity and nature to the Facilities removed. In such event, Sprint will be required to tag or otherwise physically identify the Facilities as abandoned or having been removed from service by Sprint.

18.2.3 If Sprint fails to remove its Facilities within the specified period, BellSouth shall have the right to remove such Facilities at Sprint's expense and without any liability on the part of BellSouth for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of BellSouth.

18.3 Continuing Responsibility for Fees and Charges. Sprint shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this attachment until all of Sprint's Facilities are physically removed from BellSouth's Poles or Conduit System.

19. FEES, CHARGES, AND BILLING

19.1 License Charges. Sprint agrees to pay charges in Appendix 1 of this Attachment. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or state Commission rules and regulations. License charges commence on the first day of the calendar month following the date a License is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or Occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all Licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.

19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Sprint by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and Occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and Occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20. ADVANCE PAYMENT AND IMPUTATION

20.1 Attachment and Occupancy Fees. Fees for Pole attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

20.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Sprint's Facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from BellSouth.

20.2 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the Conduits, Ducts, and Poles it occupies and uses.

21. ASSURANCE OF PAYMENT

21.1 Necessity and Level of Security. In the event Sprint fails to timely satisfy its financial obligations under this Attachment, Sprint may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of $10,000.00 per state or $50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Sprint hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Sprint hereunder.

22. INSURANCE

22.1 Sprint shall obtain and maintain insurance, insuring the contractual liability and indemnification provisions of this Attachment, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against claims, demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Attachment.

22.2 Sprint shall maintain the following amounts of insurance:

22.2.1 Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate.

22.2.2 Umbrella or Excess Liability Insurance with limits of not less than $10,000,000 per occurrence and in the aggregate.

22.2.3 Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than $1,000,000 per occurrence and in the aggregate.

22.2.4 Sprint shall name BellSouth as an additional insured on the general liability policy with respect to the terms and conditions of this attachment.

22.3 Sprint shall submit to BellSouth certificates by each company insuring Sprint with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or materially change any such policy of insurance issued to Sprint except after thirty (30) calendar days written notice to BellSouth.

22.4 Sprint shall also carry such insurance as will protect it from claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Attachment.

22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before BellSouth will authorize attachment to a Pole and/or Anchor, or Occupancy of a Conduit System and shall remain in force until such Sprint's Facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that Sprint shall fail to maintain the required insurance coverage, BellSouth may pay any premium thereon falling due, and Sprint shall forthwith reimburse BellSouth for any such premium paid, but only for the pro-rata period of noncompliance.

22.6 Intentionally left blank

22.7 Intentionally left blank

23. DAMAGE TO FACILITIES

23.1 Licensor shall exercise precaution to avoid damaging the communications Facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors.

23.2 Licensee shall exercise precaution to avoid damaging the Facilities of Licensor and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by Licensee's employees, agents or contractors.

23.3 Intentionally left blank

23.4 Intentionally left blank

23.5 Intentionally left blank

23.6 Intentionally left blank

24. AUTHORIZATION NOT EXCLUSIVE

24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Sprint. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Attachment and Sprint's rights hereunder.

25. ASSIGNMENT OF RIGHTS

25.1 Intentionally left blank

25.2 Intentionally left blank

26. FAILURE TO ENFORCE

26.1 Intentionally left blank

27. TERM OF AGREEMENT

27.1 Intentionally left blank

27.2 Intentionally left blank

28. SUPERSEDURE OF PREVIOUS AGREEMENT(S)

28.1 All currently effective Licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

APPENDIX I

2001 FCC Formula Supported Fees for attachments and/or occupancy effective 1/1/2001

(Re-calculated annually)

Except as noted, these rates are interim rates and shall be "trued-up" (up or down) based on final rates if further determined by an effective order.

Licensee shall pay to Licensor the following fees:

State	Poles *(ea. / yr.)*	Anchors *(ea. / yr.)*	Conduit	
				($ / ft. / yr.)
Alabama	$ 4.02	$ 4.89		$ 0.30
Kentucky ①				0.70
2-user	9.45	$ 12.90		
3-user	5.35	8.60		
Louisiana	7.45			0.61
Mississippi	5.14			2.50 ②
Tennessee	6.19			0.36
Florida	4.87			0.56
		Miami River crossing		17.13
Georgia ③	5.50			0.49
North Carolina	4.09			0.46
South Carolina	3.43			0.40

① All rates in Kentucky are by tariff; not interim.
② Tariff rate in Mississippi; not interim.
③ FCC formula calculated rates; differs from Docket 7061-U.

Conduit rates have been developed using the one-half (1/2) duct convention beginning in year 2000. This rate will apply to each passageway (innerduct).

i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.

ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

Pole Attachment Transfer Rate

Per Pole (throughout BellSouth region) $41.00

Appendix II

Records Maintenance Centers

For **Alabama** plant and Right-of-Way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and Right-of-Way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and Right-of-Way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and Right-of-Way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and Right-of-Way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina**:

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

EXHIBIT I

ADMINISTRATIVE FORMS AND NOTICES

Administrative forms and notices can be obtained at BellSouth's web site located at http://www.interconnection.bellsouth.com/.

At the menu screen, select the following:

1) Guides

2) Poles, Ducts, Conduits & Rights of Way

Attachment 9

Performance Measurements

BellSouth will follow the rulings of the state regulatory commissions pertaining to performance measurements and enforcement mechanisms that are now in effect or that become effective after execution of this Agreement. In the interim, the regional BellSouth Service Quality Measurements (SQM) document as posted on the BellSouth website will be followed in all states except Tennessee. In Tennessee, the attached SQM will be followed until superceded by a Tennessee Regulatory Authority ordered Tennessee specific SQM that shall be implemented without amendment to this Agreement.

BELLSOUTH®

BellSouth Service Quality Measurement Plan (SQM)

Region Performance Metrics

Measurement Descriptions
Version 0.05

Issue Date: December 21, 2001

Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)[1] and its Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Mississippi, and North Carolina have and continue to influence the SQM.

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3rd Party audit requirements and Commission requirements.

This document is intended for use by someone with knowledge of telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: https://pmap.bellsouth.com in the Documentation Downloads folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (https://www.pmap.bellsouth.com) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. Final validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. SEEM reports will posted on the 15th of the following month. Payments due will also be paid on the 15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports will be posted on the last day of June. Final validated SEEM reports will be posted and payments mailed on July 15th. In the event the 15th falls on a weekend or holiday, reports and payments will be posted/made the next business day.

1. Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.

Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. Commissions will be given access to the web site. In addition, a copy of the Monthly State Summary reports will be filed with the appropriate Commissions as soon as possible after the last day of each month.

Document Number: RGN-V005-122101

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Section 1: Operations Support Systems (OSS)

OSS-1: Average Response Time and Response Interval (Pre-Ordering/ Ordering)

Definition

Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

None

Business Rules

The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the client application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

Calculation

Response Time = (a - b)

- a = Date & Time of Legacy Response
- b = Date & Time of Legacy Request

Average Response Time = c / d

- c = Sum of Response Times
- d = Number of Legacy Requests During the Reporting Period

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope	• Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • **HAL/CRIS** (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.	• Parity + 2 seconds

Table 1: Legacy System Access Times For RNS

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 3: Legacy System Access Times For LENS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x	x

Table 4: Legacy System Access Times For TAG

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

Note: CLEC specific data is not available in this measure. Queries of this sort do not have company specific signatures.

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • **HAL/CRIS** (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.	• Percent Response Received within 6.3 seconds: > 95% • Parity + 2 seconds

SEEM OSS Legacy Systems

System	BellSouth	CLEC
Telephone Number/Address		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
ATLAS	RNS,ROS	TAG. LENS
Appointment Scheduling		
DSAP	RNS, ROS	TAG, LENS
CSR Data		
CRSACCTS	RNS	
CRSOCSR	ROS	
HAL/CRIS		LENS
CRSECSRL		TAG
CRSECSR		TAG
Service/Feature Availability		
OASISBIG	RNS, ROS	

System	BellSouth	CLEC
PSIMS/ORB		LENS

OSS-2: Interface Availability (Pre-Ordering/Ordering)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for pre-ordering and ordering. “Functional Availability” is defined as the number of hours in the reporting period that the applications/interfaces are available to users. “Scheduled Availability” is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of pre-ordering and ordering systems.

Calculation

Interface Availability (Pre-Ordering/Ordering) = (a / b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime	• Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• >= 99.5%

OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
TAG	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	Under Development
SOG	CLEC	Under Development
DOM	CLEC	Under Development
DOE	CLEC/BellSouth	x
SONGS	CLEC/BellSouth	x
ATLAS/COFFI	CLEC/BellSouth	x
BOCRIS	CLEC/BellSouth	x
DSAP	CLEC/BellSouth	x
RSAG	CLEC/BellSouth	x
SOCS	CLEC/BellSouth	x
CRIS	CLEC/BellSouth	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

SEEM OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
HAL	CLEC	x
LENS	CLEC	x
LEO Mainframe	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x

OSS-3: Interface Availability (Maintenance & Repair)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. “Functional Availability” is defined as the number of hours in the reporting period that the applications/interfaces are available to users. “Scheduled Availability” is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of maintenance and repair systems.

Calculation

OSS Interface Availability (a / b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Availability of CLEC TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM • ECTA	• Availability of BellSouth TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• >= 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA	x
BellSouth & CLEC	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

OSS-4: Response Interval (Maintenance & Repair)

Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

Exclusions

None

Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

Note: The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

Calculation

OSS Response Interval = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

Percent Response Interval (per category) = (c / d) X 100

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

where, "X" is <= 4, > 4 <= 10, <= 10, > 10, or > 30 seconds.

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• CLEC Transaction Intervals	• BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• Parity

Legacy System Access Times for M&R

System	BellSouth & CLEC	Count				
		<= 4	> 4 <= 10	<= 10	> 10	> 30
CRIS	x	x	x	x	x	x
DLETH	x	x	x	x	x	x
DLR	x	x	x	x	x	x
LMOS	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x
LNP	x	x	x	x	x	x
MARCH	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x
Predictor	x	x	x	x	x	x
SOCS	x	x	x	x	x	x
NIW	x	x	x	x	x	x

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

PO-1: Loop Makeup - Response Time – Manual

Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Inquiries, which are submitted electronically.
- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation.
- Canceled Inquiries.

Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via mail or FAX to BellSouth's Complex Resale Support Group (CRSG).

This measurement combines three intervals:

1. From receipt of the Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date.
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c / d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for manual LMUs:
  0 – <= 1 day
  >1 – <= 2 days
  >2 – <= 3 days
  0 - <= 3 days
  >3 – <= 6 days

>6 – <= 10 days
> 10 days
- Average Interval in days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of Inquiries • SI Intervals • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Loops	Benchmark • 95% <= 3 Business Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loops	Benchmark • 95% <= 3 Business Days

PO-2: Loop Make Up - Response Time - Electronic

Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Manually submitted inquiries.
- Designated Holidays are excluded from the interval calculation.
- Canceled Requests.
- Scheduled OSS Maintenance.

Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, LENS, TAG or RoboTAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via LENS, TAG or RoboTAG Interfaces.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c / d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for electronic LMUs:
  0 – <= 1 minute
  >1 – <= 5 minutes
  0 - <= 5 minutes
  > 5 – <= 8 minutes
  > 8 – <= 15 minutes
  > 15 minutes
- Average Interval in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Legacy Contract • Response Interval • Regional Scope	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Loops	Benchmark • 90% <= 5 Minutes (05/01/01) • 95% <= 1 Minute (08/01/01)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loop	• 90% <= 5 Minutes (05/01/01) • 95% <= 1 Minute (08/01/01)

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval from the time an LSR or transmission (may contain multiple LSRs from one or more CLECs in multiple states) is electronically submitted via EDI or TAG respectively until an acknowledgement notice is sent by the system.

Exclusions

- Scheduled OSS Maintenance

Business Rules

The process includes EDI & TAG system functional acknowledgements for all messages/Local Service Requests (LSRs) which are electronically submitted by the CLEC. Users of EDI may package many LSRs into one transmission which will receive the acknowledgement message. EDI users may place multiple LSRs in one "envelope" requesting service in one or more states which will mask the identity of the state and CLEC. The start time is the receipt time of the message at BellSouth's side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth's side of the interface (gateway). If more than one CLEC uses the same ordering center (aggregator), an Acknowledgement Message will be returned to the "Aggregator". However, BellSouth will not be able to determine which specific CLEC or state this message represented.

Calculation

Response Interval = (a - b)

- a = Date and Time Acknowledgement Notices returned to CLEC
- b = Date and Time messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

Average Response Interval = (c / d)

- c = Sum of all Response Intervals
- d = Total number of electronically submitted messages/LSRs received, from CLECs via EDI or TAG respectively, in the Reporting Period.

Reporting Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
  - Region
- Electronically Submitted LSRs
  0 – <= 10 minutes
  >10 – <= 20 minutes
  >20 – <= 30 minutes
  0 – <= 30 minutes
  >30 – <= 45 minutes
  >45 – <= 60 minutes
  >60 – <= 120 minutes
  >120 minutes
- Average interval for electronically submitted messages/LSRs in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record of Functional Acknowledgements	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• EDI • TAG	• EDI - 90% <= 30 minutes (05/01/01) - 95% <= 30 minutes (08/01/01) • TAG – 95% <= 30 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• EDI • TAG	• EDI - 90% <= 30 minutes (05/01/01) - 95% <= 30 minutes (08/01/01) • TAG – 95% <= 30 minutes

O-2: Acknowledgement Message Completeness

Definition

This measurement provides the percent of transmissions/LSRs received via EDI or TAG respectively, which are acknowledged electronically.

Exclusions

- Manually submitted LSRs
- Scheduled OSS Maintenance

Business Rules

EDI and TAG send Functional Acknowledgements for all transmissions/LSRs, which are electronically submitted by a CLEC. Users of EDI may package many LSRs from multiple states in one transmission. If more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the transmission/ LSR will be partially mechanized or fully mechanized.

Calculation

Acknowledgement Completeness = (a / b) X 100

- a = Total number of Functional Acknowledgements returned in the reporting period for transmissions/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted transmissions/LSRs received in the reporting period by EDI or TAG respectively

Report Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
  - Region

Note: The Order calls for Mechanized, Partially Mechanized, and Totally Mechanized, however, the Acknowledgement message is generated before the system recognizes whether this electronic transmission will be partially or fully mechanized.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record of Functional Acknowledgements	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• EDI • TAG	• Benchmark: 100%

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• EDI • TAG	• Benchmark: 100%

O-3: Percent Flow-Through Service Requests (Summary)

Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex*
2. Special pricing plans
3. Some Partial migrations
4. New telephone number not yet posted to BOCRIS
5. Pending order review required
6. CSR inaccuracies such as invalid or missing CSR data in CRIS
7. Expedites (requested by the CLEC)
8. Denials-restore and conversion, or disconnect and conversion orders
9. Class of service invalid in certain states with some types of service
10. Low volume such as activity type “T” (move)
11. More than 25 business lines, or more than 15 loops
12. Transfer of calls option for the CLEC end users
13. Directory Listings (Indentions and Captions)

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = a / [b - (c + d + e + f)] X 100

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status

Percent Achieved Flow Through = a / [b-(c+d+e)] X 100

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

- CLEC Aggregate
  - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of LSRs Received, by Interface, by CLEC - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC - Fatal Rejects - Auto Clarification - CLEC Caused System Fallout • Total Number of Errors by Error Code • Total Fallout for Manual Processing	• Report Month • Total Number of Errors By Type - Bellsouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark[a]
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark[a]
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

O-4: Percent Flow-Through Service Requests (Detail)

Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and three types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex*
2. Special pricing plans
3. Some Partial migrations
4. New telephone number not yet posted to BOCRIS
5. Pending order review required
6. CSR inaccuracies such as invalid or missing CSR data in CRIS
7. Expedites (requested by the CLEC)
8. Denials-restore and conversion, or disconnect and conversion orders
9. Class of service invalid in certain states with some types of service
10. Low volume such as activity type “T” (move)
11. More than 25 business lines, or more than 15 loops
12. Transfer of calls option for the CLEC end users
13. Directory Listings (Indentions and Captions)

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = a / [b - (c + d + e + f)] X 100

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status

Percent Achieved Flow Through = a / [b-(c+d+e)] X 100

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of BellSouth caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of LSRs Received, by Interface, by CLEC - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC - Fatal Rejects - Auto Clarification - CLEC Errors • Total Number of Errors by Error Code • Total Fallout for Manual Processing	• Report Month • Total Number of Errors by Type - Bellsouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark[a]
• Residence	• Benchmark: 95%

SQM Level of Disaggregation	SQM Analog/Benchmark[a]
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark[a]
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

O-5: Flow-Through Error Analysis

Definition

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued.

Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Total for each error type.

Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

- Error Type (by error code)
- Count of each error type
- Percent of each error type
- Cumulative percent
- Error Description
- CLEC Caused Count of each error code
- Percent of aggregate by CLEC caused count
- Percent of CLEC caused count
- BellSouth Caused Count of each error code
- Percent of aggregate by BellSouth caused count
- Percent of BellSouth by BellSouth caused count

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of LSRs Received • Total Number of Errors by Type (by error code) - CLEC Caused Error	• Report Month • Total Number of Errors by Type (by error code) - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Not Applicable	• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-6: CLEC LSR Information

Definition

A list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period.

Exclusions

- Fatal Rejects
- LSRs submitted manually

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Not Applicable

Report Structure

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Ver
- Timestamp
- Type
- Err #
- Note or Error Description

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record of LSRs Received by CC, PON and Ver • Record of Timestamp, Type, Err # and Note or Error Description for each LSR by CC, PON and Ver	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Not Applicable	• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

LSR Flow Through Matrix

Product	Product Type	Reqtype	ACT Type	F/T[3]	Complex Service	Complex Order	Planned Fallout For Manual Handling[1]	EDI	TAG[2]	LENS[4]
2 wire analog DID trunk port	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire analog port	U	A	N,T	No	UNE	No	Yes	Y	Y	N
2 wire ISDN digital line	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire ISDN digital loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
3 Way Calling	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
4 wire analog voice grade loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
4 wire DSO & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire DS1 & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire ISDN DSI digital trunk ports	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
Accupulse	C	E	N,C,T,V,W	No	Yes	Yes	NA	N	N	N
ADSL	R,B,C	E	V,W	No	UNE	No	No	Y	Y	N
Area Plus	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Basic Rate ISDN	U,C	A	N,T	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	C, D,T,V,W	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	N,T	No	Yes	Yes	N/A	N	N	N
Basic Rate ISDN 2 Wire UNE P	C	M	N,C,D,V	No	YES	Yes	N/A	N	N	N
Analog Data/Private Line	C	E	N, C, T, V, W, D, P, Q	No	Yes	Yes	N/A	N	N	N
Call Block	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Forwarding	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Return	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Selector	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Tracing	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting Deluxe	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Caller ID	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
CENTREX	C	P	V,P	No	Yes	Yes	NA	N	N	N
DID ACT W	C	N	W	No	Yes	Yes	Yes	Y	Y	Y
Digital Data Transport	U	E	N,C,T,V,W	No	UNE	Yes	NA	N	N	N
Directory Listing Indentions	B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	No	Yes	Y	Y	Y
Directory Listings Captions	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	Yes	Yes	Y	Y	Y
Directory Listings (simple)	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	Yes	No	No	No	Y	Y	Y
DS3	U	A,M	N,C,V	No	UNE	Yes	NA	N	N	N
DS1Loop	U	A,M	N,C,V	Yes	UNE	Yes	No	Y	Y	N
DSO Loop	U	A, B	N,C,D,T,V	Yes	UNE	Yes	No	Y	Y	N
Enhanced Caller ID	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y

Product	Product Type	Reqtype	ACT Type	F/T[3]	Complex Service	Complex Order	Planned Fallout For Manual Handling[1]	EDI	TAG[2]	LENS[4]
ESSX	C	P	C,D,T,V,S,B,W,L ,P,Q	No	Yes	Yes	NA	N	N	N
Flat Rate/Business	B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Flat Rate/Residence	R	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
FLEXSERV	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Frame Relay	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
FX	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Ga. Community Calling	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
HDSL	U	A	N,C,D	Yes	UNE	No	No	Y	Y	N
Hunting MLH	R,B	E, M	C,D,N,T,V,W	No	C/S4	C/S	Yes	Y	Y	N
Hunting Series Completion	R,B	E, M	C,D,N,T,V,W	Yes	C/S	C/S	No	Y	Y	Y
INP to LNP Conversion	U	C	C	No	UNE	Yes	Yes	Y	Y	N
LightGate	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Line Sharing	U	A	C,D	Yes	UNE	No	No	Y	Y	Y
Local Number Portability	U	C	C,D,P,V,Q	Yes	UNE	Yes	No	Y	Y	N
LNP With Complex Listing	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
LNP with Partial Migration	U	C	D,P,V,Q	No	UNE	Yes	Yes	Y	Y	N
LNP with Complex Services	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
Loop+INP	U	B	D,P,V,Q	Yes	UNE	No	No	Y	Y	N
Loop+LNP	U	B	C,D,N,V	Yes	UNE	No	No	Y	Y	N
Measured Rate/Bus	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Measured Rate/Res	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Megalink	C	E	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Megalink-T1	C	E,M	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Memory Call	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Memory Call Ans. Svc.	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Multiserv	C	P	N,C,D,T,V,S,B, W,L,P,Q	No	Yes	Yes	NA	N	N	N
Native Mode LAN Interconnec-tion (NMLI)	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
Off-Prem Stations	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Optional Calling Plan	R,B	E, M	N	Yes	No	No	No	Y	Y	Y
Package/Complete Choice and Area Plus	R,B	E, M	N,T,C,V,W	Yes	No	No	No	Y	Y	Y
Pathlink Primary Rate ISDN	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Pay Phone Provider	B	E	C,D,T,N,V,W	No	No	No	NA	N	N	N
PBX Standalone Port	C	F	N,C,D	No	Yes	Yes	Yes	Y	Y	N
PBX Trunks	R,B	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	Yes	Y	Y	N
Port/Loop PBX	U	M	A,C,D,V	No	No	No	Yes	Y	Y	N
Port/Loop Simple	U	M	A,C,D,V	Yes	No	No	Yes	Y	Y	Y
Preferred Call Forward	R,B,U	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
RCF Basic	R,B	E	N,D,W,T,F	Yes	No	No	No	Y	Y	Y

Product	Product Type	Reqtype	ACT Type	F/T[3]	Complex Service	Complex Order	Planned Fallout For Manual Handling[1]	EDI	TAG[2]	LENS[4]
Remote Access to CF	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Repeat Dialing	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Ringmaster	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Smartpath	R,B	E	C,D,T,N,V,W	No	Yes	Yes	NA	N	N	N
SmartRING	C	E	N,D,C,V,W	No	Yes	Yes	NA	N	N	N
Speed Calling	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Synchronet	C	E	N	Yes	Yes	Yes	Yes	Y	Y	N
Tie Lines	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Touchtone	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Unbundled Loop-Analog 2W, SL1, SL2	U	A,B	C,D,T,N,V,W	Yes	UNE	No	No	Y	Y	Y
WATS	R,B	E	W,D	No	Yes	Yes	NA	N	N	N
XDSL	C,U	A,B	N,T,C,V,D	Yes	UNE	No	No	Y	Y	N
XDSL Extended LOOP	C,U	A,B	N,T,C,V,D	No	UNE	Yes	NA	N	N	N
Collect Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
900 Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
3rd Party Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
Three Way Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
PIC/LPIC Change	R,B	E	T,C,V,	Yes	No	No	No	Y	Y	Y
PIC/LPIC Freeze	R,B	E	N,T,C,V	Yes	No	No	No	Y	Y	Y

Note[1]: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.

Note[2]: The TAG column includes those LSRs submitted via Robo TAG.

Note[3]: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, denials restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through for issue 9), class of service invalid in certain states with some TOS e.g. government, or cannot be changed when changing main TN on C activity, low volume e.g. activity type T=move, pending order review required, more than 25 business lines, CSR inaccuracies such as invalid or missing CSR data in CRIS, Directory listings – Indentions, Directory listings – Captions, transfer of calls option for CLEC end user – new TN not yet posted to BOCRIS. Many are unique to the CLEC environment.

Note[4]: Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple.

Note[5]: EELs are manually ordered.

Note[6]: LSRs submitted for Resale Products and Services for which there is a temporary promotion or discount plan will be processed identically to those LSRs ordering the same Products or Services without a promotion or discount plan.

O-7: Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, LENS, TAG, LEO, LESOG) and is returned to the CLEC without manual intervention. There are two types of "Rejects" in the Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. Fatal rejects are excluded from the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** occurs when a valid LSR is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy.

Partially Mechanized: A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs electronically submitted by the CLEC.

Non-Mechanized: LSRs which are faxed or mailed to the LCSC for processing and "clarified" (rejected) back to the CLEC by the BellSouth service representative.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported separately.

Calculation

Percent Rejected Service Requests = (a / b) X 100

- a = Total Number of Rejected Service Requests in the Reporting Period
- b = Total Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Product Specific Percent Rejected
- Total Percent Rejected

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Mechanized, Partially Mechanized and Non-Mechanized • Resale - Residence • Resale - Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop With INP Design • 2W Analog Loop With INP Non-Design • 2W Analog Loop With LNP Design • 2W Analog Loop With LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • Local Interoffice Transport • Local Interconnection Trunks	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-8: Reject Interval

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

  Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
  From 7:00 PM Saturday until 7:00 AM Monday

  Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
  From 6:00 PM Friday until 8:00 AM Monday.

  The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

  The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

  In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is rejected (date and time stamp or reject in EDI, TAG or LENS). Auto Clarifications are considered in the Fully Mechanized category.

Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LENS, EDI, or TAG.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.

Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately. All interconnection trunks are counted in the non-mechanized category.

Calculation

Reject Interval = (a - b)

- a = Date and Time of Service Request Rejection
- b = Date and Time of Service Request Receipt

Average Reject Interval = (c / d)

- c = Sum of all Reject Intervals
- d = Number of Service Requests Rejected in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- Geographic Scope
  - State
  - Region
- Mechanized:
  0 - <= 4 minutes
  >4 - <= 8 minutes
  >8 - <= 12 minutes
  >12 - <= 60 minutes
  0 - <= 1 hour
  >1 - <= 4 hours
  >4 - <= 8 hours
  >8 - <= 12 hours
  >12 - <= 16 hours
  >16 - <= 20 hours
  >20 - <= 24 hours
  >24 hours
- Partially Mechanized:
  0 - <= 1 hour
  >1 - <= 4 hours
  >4 - <= 8 hours
  >8 - <= 10 hours
  0 - <= 10 hours
  >10 - <= 18 hours
  0 - <= 18 hours
  >18 - <= 24 hours
  >24 hours
- Non-mechanized:
  0 - <= 1 hour
  >1 - <= 4 hours
  >4 - <= 8 hours
  >8 - <= 12 hours
  >12 - <= 16 hours
  >16 - <= 20 hours
  >20 - <= 24 hours
  0 - <= 24 hours
  > 24 hours
- Trunks:
  <= 4 days
  >4 - <= 8 days
  >8 - <= 12 days
  >12 - <= 14 days
  >14 - <= 20 days
  >20 days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale - Residence • Resale - Business • Resale - Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop With INP Design • 2W Analog Loop With INP Non-Design • 2W Analog Loop With LNP Design • 2W Analog Loop With LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Non-Design • Local Interoffice Transport • UNE Other Design	• Mechanized: - 97% <= I Hour • Partially Mechanized: - 85% <= 24 hours - 85% <= 18 Hours (05/01/01) - 85% <= 10 Hours (08/01/01) • Non-Mechanized: - 85% <= 24 hours
• Local Interconnection Trunks	• Trunks: - 85% <= 4 Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 97% <= 1 Hour
• Partially Mechanized	• 85% <= 24 Hours • 85% <= 18 Hours (05/01/01) • 85% <= 10 Hours (08/01/01)
• Non-Mechanized	• 85% <= 24 Hours

O-9: Firm Order Confirmation Timeliness

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a Firm Order Confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

  Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
  From 7:00 PM Saturday until 7:00 AM Monday.

  Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
  From 6:00 PM Friday until 8:00 AM Monday.

  The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

  The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

  In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.
- **Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

Average FOC Interval = (c / d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e / f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
  - CLEC Specific
  - CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Fully Mechanized:
  0 - <= 15 minutes
  >15 - <= 30 minutes
  >30 - <= 45 minutes
  >45 - <= 60 minutes
  >60 - <= 90 minutes
  >90 - <= 120 minutes
  >120 - <= 180 minutes
  0 - <= 3 hours
  >3 - <= 6 hours
  >6 - <= 12 hours
  >12 - <= 24 hours
  >24 - <= 48 hours
  >48 hours
- Partially Mechanized:
  0 - <= 4 hours
  >4 - <= 8 hours
  >8 - <= 10 hours
  0 - <= 10 hours
  >10 - <= 18 hours
  0 - <= 18 hours
  >18 - <= 24 hours
  0 - <= 24 hours
  >24 - <= 48 hours
  >48 hours
- Non-Mechanized:
  0 - <= 4 hours
  >4 - <= 8 hours
  >8 - <= 12 hours
  >12 - <= 16 hours
  >16 - <= 20 hours
  >20 - <= 24 hours
  >24 - <= 36 hours
  0 - <= 36 hours
  >36 - <= 48 hours
  >48 hours
- Trunks:
  0 - <= 5 days
  >5 - <= 10 days
  0 - <= 10 days
  >10 - <= 15 days
  >15 - <= 20 days
  >20 days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Interval for FOC • Total Number of LSRs • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale – Residence • Resale – Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP(Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop With INP Design • 2W Analog Loop With INP Non-Design • 2W Analog Loop With LNP Design • 2W Analog Loop With LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Design • UNE Other Non-Design • Local Interoffice Transport	• Mechanized: - 95% <= 3 Hours • Partially Mechanized: - 85% <= 24 Hours - 85% <= 18 Hours (05/01/01) - 85% <= 10 Hours (08/01/01) • Non-mechanized: - 85% <= 36 Hours
• Local Interconnection Trunks	• Trunks: - 95% <= 10 Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% <= 3 Hours
• Partially Mechanized	• 85% <= 24 Hours • 85% <= 18 Hours (05/01/01) • 85% <= 10 Hours (08/01/01)
• Non-Mechanized	• 85% <= 36 Hours

SEEM Disaggregation	SEEM Analog/Benchmark
• IC Trunks	• 95% <= 10 Days

O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual[1]

Definition

This report measures the interval and the percent within the interval from the submission of a Service Inquiry (SI) with Firm Order LSR to the distribution of a Firm Order Confirmation (FOC).

Exclusions

- Designated Holidays are excluded from the interval calculation
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry
- Canceled Requests
- Electronically Submitted Requests
- Scheduled OSS Maintenance

Business Rules

This measurement combines four intervals:

1. From receipt of Service Inquiry with LSR to hand off to the Service Advocacy Center (SAC) for Loop 'Look-up'.
2. From SAC start date to SAC complete date.
3. From SAC complete date to the Complex Resale Support Group (CRSG) complete date with hand off to LCSC.
4. From receipt of SI/LSR in the LCSC to Firm Order Confirmation.

Calculation

FOC Timeliness Interval = (a - b)

- a = Date and Time Firm Order Confirmation (FOC) for SI with LSR returned to CLEC
- b = Date and Time SI with LSR received

Average Interval = (c / d)

- c = Sum of all FOC Timeliness Intervals
- d = Total number of SIs with LSRs received in the reporting period

Percent Within Interval = (e / f) X 100

- e = Total number of Service Inquiries with LSRs received by the CRSG to distribution of FOC by the Local Carrier Service Center (LCSC)
- f = Total number of Service Inquiries with LSRs received in the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Intervals
  0 – <= 3 days
  >3 – <= 5 days
  0 – <= 5 days
  >5 – <= 7 days
  >7 – <= 10 days
  >10 – <= 15 days
  >15 days
- Average Interval measured in days

1. See O-9 for FOC Timeliness

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of Requests • SI Intervals • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• xDSL (includes UNE unbundled ADSL, HDSL and UNE Unbundled Copper Loops) • Unbundled Interoffice Transport	• 95% Returned <= 5 Business days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-11: Firm Order Confirmation and Reject Response Completeness

Definition

A response is expected from BellSouth for every Local Service Request transaction (version). More than one response or differing responses per transaction is not expected. Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified
- Non-Mechanized LSRs
- Scheduled OSS Maintenance

Business Rules

Mechanized – The number of FOCs or Auto Clarifications sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG).

Partially Mechanized – The number of FOCs or Rejects sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG), which fall out for manual handling by the LCSC personnel.

Total Mechanized – The number of the combination of Fully Mechanized and Partially Mechanized LSRs

Non-Mechanized – The number of FOCs or Rejects sent to the CLEC via FAX Server in response to manually submitted LSRs (date and time stamp in FAX Server).

Note: Manual (Non-Mechanized) LSRs have no version control by the very nature of the manual process, therefore, non-mechanized LSRs are not captured by this report.

For CLEC Results:

Firm Order Confirmation and Reject Response Completeness is determined in two dimensions:

Percent responses is determined by computing the number of Firm Order Confirmations and Rejects transmitted by BellSouth and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Percent of multiple responses is determined by computing the number of Local Service Request unique versions receiving more than one Firm Order Confirmation, Reject or the combination of the two and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Calculation

Single FOC/Reject Response Expected

Firm Order Confirmation / Reject Response Completeness = (a / b) X 100

- a = Total Number of Service Requests for which a Firm Order Confirmation or Reject is Sent
- b = Total Number of Service Requests Received in the Report Period

Multiple or Differing FOC / Reject Responses Not Expected

Response Completeness = [(a + b) / c] X 100

- a = Total Number of Firm Order Confirmations Per LSR Version
- b = Total Number of Reject Responses Per LSR Version
- c = Total Number of Service Requests (All Versions) Received in the Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- State and Region
- CLEC Specific
- CLEC Aggregate
- BellSouth Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non - Design • 2W Analog Loop With INP Design • 2W Analog Loop With INP Non - Design • 2W Analog Loop With LNP Design • 2W Analog Loop With LNP Non - Design • UNE Loop and Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Design • UNE Other Non - Design • Local Interoffice Transport • Local Interconnection Trunks	• 95% Returned

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% Returned

O-12: Speed of Answer in Ordering Center

Definition

Measures the average time a customer is in queue.

Exclusions

None

Business Rules

The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BellSouth service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until a service representative in BellSouth's Local Carrier Service Center (LCSC) answers the CLEC call.

Calculation

Speed of Answer in Ordering Center = (a / b)

- a = Total seconds in queue
- b = Total number of calls answered in the Reporting Period

Report Structure

Aggregate

- CLEC – Local Carrier Service Center
- BellSouth
  - Business Service Center
  - Residence Service Center

Note: Combination of Residence Service Center and Business Service Center data.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Mechanized tracking through LCSC Automatic Call Distributor	• Mechanized tracking through BellSouth Retail center support system.

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Aggregate • CLEC – Local Carrier Service Center • BellSouth - Business Service Center - Residence Service Center	• Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-13: LNP-Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are never accepted and, therefore, are not included.

Exclusions

- Service Requests canceled by the CLEC
- Scheduled OSS Maintenance

Business Rules

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Non-Mechanized: A valid LSR which is faxed or mailed to the BellSouth LCSC.

Calculation

LNP-Percent Rejected Service Requests = (a / b) X 100

- a = Number of Service Requests Rejected in the Reporting Period
- b = Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Not Applicable	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP • UNE Loop With LNP	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-14: LNP-Reject Interval Distribution & Average Reject Interval

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

  Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
  From 7:00 PM Saturday until 7:00 AM Monday

  Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
  From 6:00 PM Friday until 8:00 AM Monday.

  The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

  The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

  In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BellSouth receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Non-Mechanized: A valid LSR which is faxed or mailed to the BellSouth LCSC.

Calculation

Reject Interval = (a - b)

- a = Date & Time of Service Request Rejection
- b = Date & Time of Service Request Receipt

Average Reject Interval = (c / d)

- c = Sum of all Reject Intervals
- d = Total Number of Service Requests Rejected in Reporting Period

Reject Interval Distribution = (e / f) X 100

- e = Service Requests Rejected in reported interval
- f = Total Number of Service Requests Rejected in Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State, Region
- Fully Mechanized:
  0 - <= 4 minutes
  >4 - <= 8 minutes
  >8 - <= 12 minutes
  >12 - <= 60 minutes
  0 - <= 1 hour
  >1 - <= 4 hours
  >4 - <= 8 hours
  >8 - <= 12 hours
  >12 - <= 16 hours
  >16 - <= 20 hours
  >20 - <= 24 hours
  > 24 hours
- Partially Mechanized:
  0 - <= 1 hour
  >1 - <= 4 hours
  >4 - <= 8 hours
  >8 - <= 10 hours
  0 - <= 10 hours
  >10 - <= 18 hours
  0 - <= 18 hours
  >18 - <= 24 hours
  > 24 hours
- Non-Mechanized:
  0 - <= 1 hour
  >1 - <= 4 hours
  >4 - <= 8 hours
  >8 - <= 12 hours
  >12 - <= 16 hours
  >16 - <= 20 hours
  >20 - <= 24 hours
  0 - <= 24 hours
  >24 hours
- Average Interval in Days or Hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Reject Interval • Total Number of LSRs • Total number of Rejects • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP • UNE Loop with LNP	• Mechanized: 97% <= I Hour • Partially Mechanized: 85% <= 24 Hours • Partially Mechanized: 85% <= 18 Hours (05/01/01) • Partially Mechanized: 85% <= 10 Hours (08/01/01) • Non-Mechanized: 85% <= 24 Hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

  Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM

  From 7:00 PM Saturday until 7:00 AM Monday.

  Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM

  From 6:00 PM Friday until 8:00 AM Monday.

  The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

  The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

  In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

Average FOC Interval = (c / d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e / f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State and Region
- Fully Mechanized:
  0 - <= 15 minutes
  >15 - <= 30 minutes
  >30 - <= 45 minutes
  >45 - <= 60 minutes
  >60 - <= 90 minutes
  >90 - <= 120 minutes
  >120 - <= 180 minutes
  0 - <= 3 hours
  >3 - <= 6 hours
  >6 - <= 12 hours
  >12 - <= 24 hours
  >24 - <= 48 hours
  >48 hours
- Partially Mechanized:
  0 - <= 4 hours
  >4 - <= 8 hours
  >8 - <= 10 hours
  0 - <= 10 hours
  >10 - <= 18 hours
  0 - <= 18 hours
  >18 - <= 24 hours
  0 - <= 24 hours
  >24 - <= 48 hours
  > 48 hours
- Non-Mechanized:
  0 - <= 4 hours
  >4 - <= 8 hours
  >8 - <= 12 hours
  >12 - <= 16 hours
  >16 - <= 20 hours
  >20 - <= 24 hours
  >24 - <= 36 hours
  0 - <= 36 hours
  >36 - <= 48 hours
  >48 hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Total Number of LSRs • Total Number of FOCs • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP • UNE Loop with LNP	• Mechanized: 95% <= 3 Hours • Partially Mechanized: 85% <= 24 Hours • Partially Mechanized: 85% <= 18 Hours (05/01/01) • Partially Mechanized: 85% <= 10 Hours (08/01/01) • Non-Mechanized: 85% <= 36 hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 3: Provisioning

P-1: Mean Held Order Interval & Distribution Intervals

Definition

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BellSouth reasons, pending a delayed completion, should be no worse for the CLEC when compared to BellSouth delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date; divided by the total number of held orders. This report is based on orders still pending, held and past their committed due date at the close of the reporting period. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval.)

Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- Orders with appointment code of 'A' for Rural orders

Business Rules

Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the earliest committed due date on which BellSouth had a company missed appointment and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (Orders counted in >90 days are also included in > 15 days).

Calculation

Mean Held Order Interval = a / b

- a = Sum of held-over-days for all Past Due Orders Held for the reporting period
- b = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

Held Order Distribution Interval (for each interval) = (c / d) X 100

- c = # of Orders Held for >= 15 days or # of Orders Held for >= 90 days
- d = Total # of Past Due Orders Held and Pending But Not Completed)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Circuit Breakout < 10, >= 10 (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Hold Reason • Total Line/circuit Count • Geographic Scope **Note**: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total Line/circuit Count • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

Definition

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.

The interval is from the date/time the notice is released to the CLEC/BellSouth systems until 5pm on the commitment date of the order. The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.

Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) & From (F) orders
- Non-Dispatch Orders

Business Rules

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunks results are usually zero as these trunks seldom experience facility delays. The Committed due date is considered the Confirmed due date. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.

Calculation

Jeopardy Interval = a - b

- a = Date and Time of Jeopardy Notice
- b = Date and Time of Scheduled Due Date on Service Order

Average Jeopardy Interval = c / d

- c = Sum of all jeopardy intervals
- d = Number of Orders Notified of Jeopardy in Reporting Period

Percent of Orders Given Jeopardy Notice = (e / f) X 100

- e = Number of Orders Given Jeopardy Notices in Reporting Period
- f = Number of Orders Confirmed (due) in Reporting Period)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch Orders
- Mechanized Orders
- Non-Mechanized Orders

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice Sent • Committed Due Date • Service Type **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Date and Time Jeopardy Notice Sent • Committed Due Date • Service Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
% Orders Given Jeopardy Notice	
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business (POTS Excluding Switch-Based Orders)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	• Retail Business and Residence
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non -Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• Average Jeopardy Notice Interval	• 95% >= 48 Hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-3: Percent Missed Installation Appointments

Definition

"Percent missed installation appointments" monitors the reliability of BellSouth commitments with respect to committed due dates to assure that the CLEC can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for Total misses and End User Misses.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders Test Orders, etc.)
- Disconnect (D) & From (F) orders
- End User Misses on Local Interconnection Trunks

Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of orders with completion dates in the reporting period that are past the original committed due date. Missed Appointments caused by end-user reasons will be included and reported separately. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The "due date" is any time on the confirmed due date. Which means there cannot be a cutoff time for commitments, as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

Calculation

Percent Missed Installation Appointments = (a / b) X 100

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits >= 10 lines/circuits (except trunks)
- Dispatch/No Dispatch

Report Explanation: The difference between End User MA and Total MA is the result of BellSouth caused misses. Here, Total MA is the total percent of orders missed either by BellSouth or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution

Definition

The "average completion interval" measure monitors the interval of time it takes BellSouth to provide service for the CLEC or its own customers. The "Order Completion Interval Distribution" provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers on service orders.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D&F) orders (Except "D" orders associated with LNP Standalone)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)

Business Rules

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BellSouth issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BellSouth's actual order completion date. This includes all delays for BellSouth's CLEC/End Users. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33-day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15- 19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, >= 30 = 30 and greater.

Calculation

Completion Interval = (a - b)

- a = Completion Date
- b = Order Issue Date

Average Completion Interval = (c / d)

- c = Sum of all Completion Intervals
- d = Count of Orders Completed in Reporting Period

Order Completion Interval Distribution (for each interval) = (e / f) X 100

- e = Service Orders Completed in "X" days
- f = Total Service Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Residence & Business reported in day intervals = 0, 1, 2, 3, 4, 5, 5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30,>= 30
- All Levels are reported <10 line/circuits; >= 10 line/circuits (except trunks)
- ISDN Orders included in Non-Design

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Company Name • Order Number (PON) • Application Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Application Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)

SQM Level of Disaggregation	SQM Analog/Benchmark
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL) without conditioning	• 7 Days
• UNE xDSL (HDSL, ADSL and UCL) with conditioning	• 14 Days
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL without conditioning	• 7 Days
• UNE xDSL with conditioning	• 14 Days
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

P-5: Average Completion Notice Interval

Definitions

The Completion Notice Interval is the elapsed time between the BellSouth reported completion of work and the issuance of a valid completion notice to the CLEC.

Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D&F orders (Exception: "D" orders associated with LNP Standalone)

Business Rules

Measurement on interval of completion date and time entered by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BellSouth of the completion status. The field technician notifies the CLEC the work was complete and then he/she enters the completion time stamp information in his/her computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order.

The start time for all orders is the completion stamp either by the field technician or the 5PM due date stamp; the end time for mechanized orders is the time stamp the notice was transmitted to the CLEC interface (LENS, EDI, OR TAG). For non-mechanized orders the end timestamp will be timestamp of order update to C-SOTS system.

Calculation

Completion Notice Interval = (a - b)

- a = Date and Time of Notice of Completion
- b = Date and Time of Work Completion

Average Completion Notice Interval = c / d

- c = Sum of all Completion Notice Intervals
- d = Number of Orders with Notice of Completion in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Reporting intervals in Hours; 0, 1-2, 2-4, 4-8, 8-12, 12-24, >= 24 plus Overall Average Hour Interval (The categories are inclusive of these time intervals: 0-1 = 0.99; 1-2 =1-1.99; 2-4 = 2-3.99, etc.)
- Reported in categories of <10 line/circuits; >= 10 line/circuits (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number (so_nbr) • Work Completion Date (cmpltn_dt) • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number (so_nbr) • Work Completion Date (cmpltn_dt) • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business (POTS Excluding Switch- Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)

SQM Level of Disaggregation	SQM Analog/Benchmark
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-6: % Completions/Attempts without Notice or < 24 hours Notice

Definition

This Report measures the interval from the FOC end timestamp on the LSR until 5:00 P.M. on the original committed due date of a service order. The purpose of this measure is to report if BellSouth is returning a FOC to the CLEC in time for the CLEC to notify their customer of the scheduled date.

Exclusions

"0" dated orders or any request where the subscriber requested an earlier due date of < 24 hours prior to the original commitment date, or any LSR received < 24 hours prior to the original commitment date.

Business Rules

For CLEC Results:

Calculation would exclude any successful or unsuccessful service delivery where the CLEC was informed at least 24 hours in advance. BellSouth may also exclude from calculation any LSRs received from the requesting CLEC with less than 24 hour notice prior to the commitment date.

For BellSouth Results:

BellSouth does not provide a FOC to its retail customers.

Calculation

Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice = (a / b) X 100

- a = Completion Dispatches (Successful and Unsuccessful) With No FOC or FOC Received < 24 Hours of original Committed Due Date
- b = All Completions

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch /Non-Dispatch
- Total Orders FOC < 24 Hours
- Total Completed Service Orders
- % FOC < 24 Hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Committed Due Date (DD) • FOC End Timestamp • Report Month • CLEC Order Number and PON • Geographic Scope - State / Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop With LNP-Design • 2W Analog Loop With LNP Non-Design • 2W Analog Loop With INP-Design • 2W Analog Loop With INP Non-Design • UNE Digital Loop < DS1 • UNE Digital Loop >=DS1 • UNE Loop + Port Combinations • UNE Switch ports • UNE Combo Other • UNE xDSL (HDSL, ADSL and UCL) • UNE ISDN • UNE Line Sharing • UNE Other Design • UNE Other Non -Design • Local Transport (Unbundled Interoffice Transport) • Local Interconnection Trunks	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-7: Coordinated Customer Conversions Interval

Definition

This report measures the average time it takes BellSouth to disconnect an unbundled loop from the BellSouth switch and cross connect it to CLEC equipment. This measurement applies to service orders with INP and with LNP, and where the CLEC has requested BellSouth to provide a coordinated cut over.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement
- Delays due to CLEC following disconnection of the unbundled loop
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested

Business Rules

When the service order includes INP, the interval includes the total time for the cut over including the translation time to place the line back in service on the ported line. When the service order includes LNP, the interval only includes the total time for the cut over (the port of the number is controlled by the CLEC). The interval is calculated for the entire cut over time for the service order and then divided by items worked in that time to give the average per-item interval for each service order.

Calculation

Coordinated Customer Conversions Interval = (a - b)

- a = Completion Date and Time for Cross Connection of a Coordinated Unbundled Loop
- b = Disconnection Date and Time of an Coordinated Unbundled Loop

Percent Coordinated Customer Conversions (for each interval) = (c / d) X 100

- c = Total number of Coordinated Customer Conversions for each interval
- d = Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- The interval breakout is 0-5 = 0-4.99, 5-15 = 5-14.99, >=15 = 15 and greater, plus Overall Average Interval.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cut over Start Time • Cut over Completion Time • Portability Start and Completion Times (INP orders) • Total Conversions (Items) **Note:** Code in parentheses is the corresponding header found in the raw data file.	• No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Unbundled Loops with INP/LNP • Unbundled Loops without INP/LNP	• 95% <= 15 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Unbundled Loops	• 95% <= 15 minutes

P-7A: Coordinated Customer Conversions – Hot Cut Timeliness% Within Interval and Average Interval

Definition

This category measures whether BellSouth begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. It measures the percentage of orders where the cut begins within 15 minutes of the requested start time of the order and the average interval.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement
- Delays caused by the CLEC
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested
- All unbundled loops on multiple loop orders after the first loop

Business Rules

This report measures whether BellSouth begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cut over start time, the measurement will calculate the percent within interval and the average interval. If a cut involves multiple lines, the cut will be considered "on time" if the first line is cut within the interval. <= 15 minutes includes intervals that began 15:00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time; >15 minutes, <= 30 minutes includes cuts within 15:00 – 30:00 minutes either prior to or after the scheduled cut time; >30 minutes includes cuts greater than 30:00 minutes either prior to or after the scheduled cut time.

Calculation

% within Interval = (a / b) X 100

- a = Total Number of Coordinated Unbundled Loop Orders for the interval
- b = Total Number of Coordinated Unbundled Loop Orders for the reporting period

Interval = (c - d)

- c = Scheduled Time for Cross Connection of a Coordinated Unbundled Loop Order
- d = Actual Start Date and Time of a Coordinated Unbundled Loop Order

Average Interval = (e / f)

- Sum of all Intervals
- Total Number of Coordinated Unbundled Loop Orders for the reporting period.

Report Structure

- CLEC Specific
- CLEC Aggregate

  Reported in intervals of early, on time and late cuts % <=15 minutes; % >15 minutes, <= 30 minutes; % > 30 minutes, plus Overall Average Interval.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number (so_nbr) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cut over Scheduled Start Time • Cut over Actual Start Time • Total Conversions Orders **Note:** Code in parentheses is the corresponding header found in the raw data file.	• No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Product Reporting Level - SL1 Time Specific - SL1 Non-Time Specific - SL2 Time Specific - SL2 Non-Time Specific	• 95% Within + or – 15 minutes of Scheduled Start Time

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Loops	• 95% Within + or – 15 minutes of Scheduled Start time

P-7B: Coordinated Customer Conversions – Average Recovery Time

Definition

Measures the time between notification and resolution by BellSouth of a service outage found that can be isolated to the BellSouth side of the network. The time between notification and resolution by BellSouth must be measured to ensure that CLEC customers do not experience unjustifiable lengthy service outages during a Coordinated Customer Conversion. This report measures outages associated with Coordinated Customer Conversions prior to service order completion.

Exclusions

- Cut overs where service outages are due to CLEC caused reasons
- Cut overs where service outages are due to end-user caused reasons

Business Rules

Measures the outage duration time related to Coordinated Customer Conversions from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The duration time is defined as the time from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The interval is calculated on the total outage time for the circuits divided by the total number of outages restored during the report period to give the average outage duration.

Calculation

Recovery Time = (a - b)

- a = Date & Time That Trouble is Closed by CLEC
- b = Date & Time Initial Trouble is Opened with BellSouth

Average Recovery Time = (c / d)

- c = Sum of all the Recovery Times
- d = Number of Troubles Referred to the BellSouth

Report Structure

- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Company Name • CLEC Order Number (so_nbr) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • CLEC Acceptance Conflict (CLEC_CONFLICT) • CLEC Conflict Resolved (CLEC_RESOLVE) • CLEC Conflict MFC (CLEC_CONFLICT_MFC) • Total Conversion Orders **Note:** Code in parentheses is the corresponding header found in the raw data file.	• None

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Unbundled Loops with INP/LNP • Unbundled Loops without INP/LNP	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order

Definition

Percent Provisioning Troubles received within 7 days of a completed service order associated with a Coordinated and Non-Coordinated Customer Conversion. Measures the quality and accuracy of Hot Cut Conversion Activities.

Exclusions

- Any order canceled by the CLEC
- Troubles caused by Customer Provided Equipment

Business Rules

Measures the quality and accuracy of completed service orders associated with Coordinated and Non-Coordinated Hot Cut Conversions. The first trouble report received on a circuit ID within 7 days following a service order completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed Coordinated and Non-Coordinated Hot Cut Conversion service orders and following 7 days after the completion of the service order for a trouble report issue date.

Calculation

% Provisioning Troubles within 7 days of service order completion = (a / b) X 100

- a = The sum of all Hot Cut Circuits with a trouble within 7 days following service order(s) completion
- b = The total number of Hot Cut service order circuits completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number (so_nbr) • PON • Order Submission Date (TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope • Total Conversion Circuits **Note:** Code in parentheses is the corresponding header found in the raw data file.	• No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• UNE Loop Design • UNE Loop Non-Design	• <= 5%

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Loops	• <= 5%

P-8: Cooperative Acceptance Testing - % of xDSL Loops Tested

Definition

The loop will be considered cooperatively tested when the BellSouth technician places a call to the CLEC representative to initiate cooperative testing and jointly performs the tests with the CLEC.

Exclusions

- Testing failures due to CLEC (incorrect contact number, CLEC not ready, etc.)
- xDSL lines with no request for cooperative testing

Business Rules

When a BellSouth technician finishes delivering an order for an xDSL loop where the CLEC order calls for cooperative testing at the customer's premise, the BellSouth technician is to call a toll free number to the CLEC testing center. The BellSouth technician and the CLEC representative at the center then test the line. As an example of the type of testing performed, the testing center may ask the technician to put a short on the line so that the center can run a test to see if it can identify the short.

Calculation

Cooperative Acceptance Testing - % of xDSL Loops Tested = (a / b) X 100

- a = Total number of successful xDSL cooperative tests for xDSL lines where cooperative testing was requested in the reporting period
- b = Total Number of xDSL line tests requested by the CLEC and scheduled in the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Type of Loop tested

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Company Name (OCN) • CLEC Order Number (so_nbr) and PON (PON) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Acceptance Testing Completed (ACCEPT_TESTING) • Acceptance Testing Declined (ACCEPT_TESTING) • Total xDSL Orders **Note**: Code in parentheses is the corresponding header found in the raw data file.	• No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	SQM Analog/Benchmark:
• UNE xDSL - ADSL - HDSL - UCL - OTHER	• 95% of Lines Tested

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE xDSL	• 95% of Lines Tested

P-9: % Provisioning Troubles within 30 days of Service Order Completion

Definition

Percent Provisioning Troubles within 30 days of Service Order Completion measures the quality and accuracy of Service order activities.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders
- Trouble reports caused and closed out to Customer Provided Equipment (CPE)

Business Rules

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion of the service order for a trouble report issue date.

D & F orders are excluded as there is no subsequent activity following a disconnect.

Note: Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

% Provisioning Troubles within 30 days of Service Order Activity = (a / b) X 100

- a = Trouble reports on all completed orders 30 days following service order(s) completion
- b = All Service Orders completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits (except trunks)
- Dispatch / No Dispatch (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON • Order Submission Date (TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business (POTS - Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• INP (Standalone)	• Retail Residence and Business (POTS)
• LNP (Standalone)	• Retail Residence and Business (POTS)
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• UNE Other Non-Design	• Retail Residence and Business
• UNE Other Design	• Retail Design
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

P-10: Total Service Order Cycle Time (TSOCT)

Definition

This report measures the total service order cycle time from receipt of a valid service order request to the return of a completion notice to the CLEC Interface.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D (Disconnect - Except "D" orders associated with LNP Standalone.) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes

Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval. For UNE XDSL Loop, this measurement combines Service Inquiry Interval (SI), FOC Timeliness, Average Completion Interval, and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI) and the BellSouth Legacy Systems. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

Calculation

Total Service Order Cycle Time = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

Average Total Service Order Cycle Time = (c / d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

Total Service Order Cycle Time Interval Distribution (for each interval) = (e / f) X 100

- e = Total Number of Service Requests Completed in "X" minutes/hours
- f = Total Number of Service Requests Received in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of <10 line/circuits; >= 10 line/circuits (except trunks)
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >= 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, >= 30 = 30 and greater.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Interval for FOC • CLEC Company Name (OCN) • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Completion Notice Date and Time • Service Type (CLASS_SVC_DESC) • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file	• Report Month • BellSouth Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop With LNP Design • 2W Analog Loop With LNP Non-Design • UNE Switch Ports • UNE Loop + Port Combinations • UNE Combo Other • UNE xDSL (HDSL, ADSL and UCL) • UNE ISDN • UNE Line Sharing • UNE Other Design • UNE Other Non -Design • UNE Digital Loops < DS1 • UNE Digital Loops >= DS1 • Local Transport (Unbundled Interoffice Transport) • Local Interconnection Trunks	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-11: Service Order Accuracy

Definition

The "service order accuracy" measurement measures the accuracy and completeness of a sample of BellSouth service orders by comparing what was ordered and what was completed.

Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders

Business Rules

A statistically valid sample of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BellSouth. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order. For both small and large sample sizes, when a Service Request cannot be matched with a corresponding Service Order, it will not be counted. For small sample sizes an effort will be made to replace the service request.

Calculation

Percent Service Order Accuracy = (a / b) X 100

- a = Orders Completed without Error
- b = Orders Completed in Reporting Period

Report Structure

- CLEC Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits
- Dispatch / No Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON • Local Service Request (LSR) • Order Submission Date • Committed Due Date • Service Type • Standard Order Activity	• No BellSouth Analog Exist

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence • Resale Business • Resale Design (Specials) • UNE Specials (Design) • UNE (Non-Design) • Local Interconnection Trunks	• 95% Accurate

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-12: LNP-Percent Missed Installation Appointments

Definition

"Percent missed installation appointments" monitors the reliability of BellSouth commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for total misses and End User Misses.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable

Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The "due date" is any time on the confirmed due date, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours.

Calculation

LNP Percent Missed Installation Appointments = (a / b) X 100

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State/Region
- Report in Categories of <10 lines/circuits >= 10 lines/circuits (except trunks)

Report explanation: Total Missed Appointments is the total percent of orders missed either by BellSouth or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BellSouth caused misses.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP	• Retail Residence and Business (POTS)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• LNP	• 95% Due Dates Met[a]

[a]Due to data structure issues, BellSouth is using a benchmark comparison for SEEM rather than the Truncated Z as stated in the Order.

P-13: LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution

Definition

Disconnect Timeliness is defined as the interval between the time ESI Number Manager receives the valid 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time the Disconnect is completed in the Central Office switch. This interval effectively measures BellSouth responsiveness by isolating it from impacts that are caused by CLEC related activities.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable.

Business Rules

The Disconnect Timeliness interval is determined for each telephone number ported associated with a disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BellSouth receives a valid 'Number Ported' message in ESI Number Manager (signifying the CLEC 'Activate') for each telephone number ported until each telephone number on the service order is disconnected in the Central Office switch. Elapsed time for each ported telephone number is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected telephone numbers disconnected in the reporting period.

Calculation

Disconnect Timeliness Interval = (a - b)

- a = Completion Date and Time in Central Office switch for each number on disconnect order
- b = Valid 'Number Ported' message received date & time

Average Disconnect Timeliness Interval = (c / d)

- c = Sum of all Disconnect Timeliness Intervals
- d = Total Number of disconnected numbers completed in reporting period

Disconnect Timeliness Interval Distribution (for each interval) = (e / f) X 100

- e = Disconnected numbers completed in "X" days
- f = Total disconnect numbers completed in reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State, Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Order Number • Telephone Number/Circuit Number • Committed Due Date • Receipt Date/Time (ESI Number Manager) • Date/Time of Recent Change Notice	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP	• 95% <= 15 Minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• LNP Standalone	• 95% <= 15 Minutes

P-14: LNP-Total Service Order Cycle Time (TSOCT)

Definition

Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable
- "L" appointment coded orders (indicating the customer has requested a later than offered interval)
- "S" missed appointment coded orders (indicating subscriber missed appointments), except for "SP" codes (indicating subscriber prior due date requested). This would include "S" codes assigned to subsequent due date changes.

Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI). Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day.

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

Calculation

Total Service Order Cycle Time = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

Average Total Service Order Cycle Time = (c / d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

Total Service Order Cycle Time Interval Distribution (for each interval) = (e / f) X 100

- e = Total Number of Service Orders Completed in "X" minutes/hours
- f = Total Number of Service Orders Received in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of < 10 lines/circuits; >= lines/circuits (except trunks)
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >= 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, >= 30 = 30 and greater.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Interval for FOC • CLEC Company Name (OCN) • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Completion Notice Date and Time • Service Type (CLASS_SVC_DESC) • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 4: Maintenance & Repair

M&R-1: Missed Repair Appointments

Definition

The percent of trouble reports not cleared by the committed date and time.

Exclusions

- Trouble tickets canceled at the CLEC request
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BellSouth personnel clear the trouble and closes the trouble report in his/her Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BellSouth and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BellSouth reasons. (No access reports are not part of this measure because they are not a missed appointment.)

Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

Percentage of Missed Repair Appointments = (a / b) X 100

- a = Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time
- b = Total Trouble reports closed in Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **Note**: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-2: Customer Trouble Report Rate

Definition

Percent of initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/circuits in service.

Exclusions

- Trouble tickets canceled at the CLEC request
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination that exist for the CLECs and BellSouth respectively at the end of the report month.

Calculation

Customer Trouble Report Rate = (a / b) X 100

- a = Count of Initial and Repeated Trouble Reports closed in the Current Period
- b = Number of Service Access Lines in service at End of the Report Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope **Note**: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable

SQM Level of Disaggregation	SQM Analog/Benchmark
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-3: Maintenance Average Duration

Definition

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions

- Trouble tickets canceled at the CLEC request
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the BellSouth or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).

Calculation

Maintenance Duration = (a - b)

- a = Date and Time of Service Restoration
- b = Date and Time Trouble Ticket was Opened

Average Maintenance Duration = (c / d)

- c = Total of all maintenance durations in the reporting period
- d = Total Closed Troubles in the reporting period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **Note**: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-4: Percent Repeat Troubles within 30 Days

Definition

Closed trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles closed reported

Exclusions

- Trouble tickets canceled at the CLEC request
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

Includes Customer trouble reports received within 30 days of an original Customer trouble report.

Calculation

Percent Repeat Troubles within 30 Days = (a / b) X 100

- a = Count of closed Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days
- b = Total Trouble Reports Closed in Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **Note**: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-5: Out of Service (OOS) > 24 Hours

Definition

For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of Total OOS Troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

Exclusions

- Trouble Reports canceled at the CLEC request
- BellSouth Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles

Business Rules

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS/WFA and the trouble is counted if the elapsed time exceeds 24 hours.

Calculation

Out of Service (OOS) > 24 hours = (a / b) X 100

- a = Total Cleared Troubles OOS > 24 Hours
- b = Total OOS Troubles in Reporting Period

Report Structure

- Dispatch/Non - Dispatch
- CLEC Specific
- BellSouth Aggregate
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT • Percentage of Customer Troubles out of • Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non-Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

M&R-6: Average Answer Time – Repair Centers

Definition

This measures the average time a customer is in queue when calling a BellSouth Repair Center.

Exclusions

None

Business Rules

The clock starts when a CLEC Representative or BellSouth customer makes a choice on the Repair Center's menu and is put in queue for the next repair attendant. The clock stops when the repair attendant answers the call (abandoned calls are not included).

Note: The Total Column is a combined BellSouth Residence and Business number.

Calculation

Answer Time for BellSouth Repair Centers = (a - b)

- a = Time BellSouth Repair Attendant Answers Call
- b = Time of entry into queue after ACD Selection

Average Answer Time for BellSouth Repair Centers = (c / d)

- c = Sum of all Answer Times
- d = Total number of calls by reporting period

Report Structure

- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• CLEC Average Answer Time	• BellSouth Average Answer Time

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region. CLEC/BellSouth Service Centers and BellSouth Repair Centers are regional.	• For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BellSouth Repair Centers.

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

M&R-7: Mean Time To Notify CLEC of Network Outages

Definition

This report measures the time it takes for the BellSouth Network Management Center (NMC) to notify the CLEC of major network outages.

Exclusions

None

Business Rules

BellSouth will inform the CLEC of any major network outages (key customer accounts) via a page or email. When the BellSouth NMC becomes aware of a network incident, the CLEC and BellSouth will be notified electronically. The notification time for each outage will be measured in minutes and divided by the number of outages for the reporting period. These are broadcast messages. It is up to those receiving the message to determine if they have customers affected by the incident.

The CLECs will be notified in accordance with the rules outlined in Appendix D of the CLEC "Customer Guide" which is published on the internet at: www.interconnection.bellsouth.com/guides/other_guides/html/gopue/indexf.htm.

Calculation

Time to Notify CLEC = (a - b)

- a = Date and Time BellSouth Notified CLEC
- b = Date and Time BellSouth Detected Network Incident

Mean Time to Notify CLEC = (c / d)

- c = Sum of all Times to Notify CLEC
- d = Count of Network Incidents

Report Structure

- BellSouth Aggregate
- CLEC Aggregate
- CLEC Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Major Network Events • Date/Time of Incident • Date/Time of Notification	• Report Month • Major Network Events • Date/Time of Incident • Date/Time of Notification

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• BellSouth Aggregate • CLEC Aggregate • CLEC Specific	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 5: Billing

B-1: Invoice Accuracy

Definition

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

Exclusions

- Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)
- Test Accounts

Business Rules

The accuracy of billing invoices delivered by BellSouth to the CLEC must enable them to provide a degree of billing accuracy comparative to BellSouth bills rendered to retail customers of BellSouth. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.

Calculation

Invoice Accuracy = [(a - b) / a] X 100

- a = Absolute Value of Total Billed Revenues during current month
- b = Absolute Value of Billing Related Adjustments during current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - Region
  - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Invoice Type - UNE - Resale - Interconnection • Total Billed Revenue • Billing Related Adjustments	• Report Month • Retail Type - CRIS - CABS • Total Billed Revenue • Billing Related Adjustments

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Product/Invoice Type - Resale - UNE - Interconnection	• CLEC Invoice Accuracy is comparable to BellSouth Invoice Accuracy

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC State • BellSouth State	• Parity With Retail

B2: Mean Time to Deliver Invoices

Definition

Bill Distribution is calculated as follows: CRIS BILLS-The number of workdays is reported for CRIS bills. This is calculated by counting the Bill Period date as the first work day. Weekends and holidays are excluded when counting workdays. J/N Bills are counted in the CRIS work day category for the purposes of the measurement since their billing account number (Q account) is provided from the CRIS system.

CABS BILLS-The number of calendar days is reported for CABS bills. This is calculated by counting the day following the Bill Period date as the first calendar day. Weekends and holidays are included when counting the calendar days.

Exclusions

Any invoices rejected due to formatting or content errors.

Business Rules

This report measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.

Calculation

Invoice Timeliness = (a - b)

- a = Invoice Transmission Date
- b = Close Date of Scheduled Bill Cycle

Mean Time To Deliver Invoices = (c / d)

- c = Sum of all Invoice Timeliness intervals
- d = Count of Invoices Transmitted in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - Region
  - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Invoice Type - UNE - Resale - Interconnection • Invoice Transmission Count • Date of Scheduled Bill Close	• Report Month • Invoice Type - CRIS - CABS • Invoice Transmission Count • Date of Scheduled Bill Close

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type • Resale • UNE • Interconnection	• CRIS-based invoices will be released for delivery within six (6) business days. • CABS-based invoices will be released for delivery within eight (8) calendar days. • CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BellSouth Average delivery for both systems.

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC State - CRIS - CABS • BellSouth Region	• Parity with Retail

B3: Usage Data Delivery Accuracy

Definition

This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.

Exclusions

None

Business Rules

The accuracy of the data delivery of usage records delivered by BellSouth to the CLEC must enable them to provide a degree of accuracy comparative to BellSouth bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.

Calculation

Usage Data Delivery Accuracy = (a - b) / a X 100

- a = Total number of usage data packs sent during current month
- b = Total number of usage data packs requiring retransmission during current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record Type - BellSouth Recorded - Non-BellSouth Recorded	• Report Month • Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• CLEC Usage Data Delivery Accuracy is comparable to BellSouth Usage Data Delivery Accuracy

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC State • BellSouth Region	• Parity With Retail

B4: Usage Data Delivery Completeness

Definition

This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BellSouth messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.

Calculation

Usage Data Delivery Completeness = (a / b) X 100

- a = Total number of Recorded usage records delivered during current month that are within thirty (30) days of the message recording date
- b = Total number of Recorded usage records delivered during the current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record Type - BellSouth Recorded - Non-BellSouth Recorded	• Report Month • Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• CLEC Usage Data Delivery Completeness is comparable to BellSouth Usage Data Delivery Completeness

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B5: Usage Data Delivery Timeliness

Definition

This measurement provides a percentage of recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BellSouth receives the records to the date BellSouth distributes to the CLEC. Method of delivery is at the option of the CLEC.

Calculation

Usage Data Delivery Timeliness Current month = (a / b) X 100

- a = Total number of usage records sent within six (6) calendar days from initial recording/receipt
- b = Total number of usage records sent

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record Type - BellSouth Recorded - Non-BellSouth Recorded	• Report Month • Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• CLEC Usage Data Delivery Timeliness is comparable to BellSouth Usage Data Delivery Timeliness

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B6: Mean Time to Deliver Usage

Definition

This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measurement is to demonstrate the average number of days it takes BellSouth to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.

Calculation

Mean Time to Deliver Usage = (a X b) / c

- a = Volume of Records Delivered
- b = Estimated number of days to deliver
- c = Total Record Volume Delivered

Note: Any usage record falling in the 30+ day interval will be added using an average figure of 31.5 days.

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record Type - BellSouth Recorded - Non-BellSouth Recorded	• Report Month • Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to BellSouth.

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B7: Recurring Charge Completeness

Definition

This measure captures percentage of fractional recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

Calculation

Recurring Charge Completeness = (a / b) X 100

- a = Count of fractional recurring charges that are on the correct bill[1]
- b = Total count of fractional recurring charges that are on the correct bill

[1]Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Invoice Type • Total Recurring Charges Billed • Total Billed on Time	• Report Month • Retail Analog • Total Recurring Charges Billed • Total Billed on Time

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B8: Non-Recurring Charge Completeness

Definition

This measure captures percentage of non-recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the non-recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

Calculation

Non-Recurring Charge Completeness = (a / b) X 100

- a = Count of non-recurring charges that are on the correct bill[1]
- b = Total count of non-recurring charges that are on the correct bill

[1]Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Invoice Type • Total Non-recurring Charges Billed • Total Billed on Time	• Report Month • Retail Analog • Total Non-recurring Charges Billed • Total Billed on Time

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 6: Operator Services And Directory Assistance

OS-1: Speed to Answer Performance/Average Speed to Answer - Toll

Definition

Measurement of the average time in seconds calls wait before answered by a toll operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer - Toll = a / b

- a = Total queue time
- b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

OS-2: Speed to Answer Performance/Percent Answered with "X" Seconds - Toll

Definition

Measurement of the percent of toll calls that are answered in less than ten seconds.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

DA-1: Speed to Answer Performance/Average Speed to Answer - Directory Assistance (DA)

Definition

Measurement of the average time in seconds calls wait before answered by a DA operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA) = a / b

- a = Total queue time
- b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (DA)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

DA-2: Speed to Answer Performance/Percent Answered within "X" Seconds - Directory Assistance (DA)

Definition

Measurement of the percent of DA calls that are answered in less than twelve seconds.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.
- Month
- Call Type (DA)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 7: Database Update Information

D-1: Average Database Update Interval

Definition

This report measures the interval from receipt of the database change request to the completion of the update to the database for Line Information Database (LIDB), Directory Assistance and Directory Listings. For E-911, see Section 8.

Exclusions

- Updates Canceled by the CLEC
- Initial update when supplemented by CLEC
- BellSouth updates associated with internal or administrative use of local services

Business Rules

The interval for this measure begins with the date and time stamp when a service order is completed and the completion notice is released to all systems to be updated with the order information including Directory Assistance, Directory Listings, and Line Information Database (LIDB). The end time stamp is the date and time of completion of updates to the system.

For BellSouth Results:

The BellSouth computation is identical to that for the CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- For LIDB, the elapsed time for a BellSouth update is measured from the point in time when the BellSouth file maintenance process makes the LIDB update information available until the date and time reported by BellSouth that database updates are completed.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which BellSouth issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to BellSouth initiated changes), then the update submission date and time will be the date and time of BellSouth receipt of a syntactically correct update supplement. Update activities responding to BellSouth initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays; however, scheduled maintenance windows are excluded.

Calculation

Update Interval = (a - b)

- a = Completion Date & Time of Database Update
- b = Submission Date and Time of Database Change

Average Update Interval = (c / d)

- c = Sum of all Update Intervals
- d = Total Number of Updates Completed During Reporting Period

Report Structure

- CLEC Specific (Under development)
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Database File Submission Time • Database File Update Completion Time • CLEC Number of Submissions • Total Number of Updates	• Database File Submission Time • Database File Update Completion Time • BellSouth Number of Submissions • Total Number of Updates

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	SQM Analog/Benchmark:
Database Type • LIDB • Directory Listings • Directory Assistance	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

D-2: Percent Database Update Accuracy

Definition

This report measures the accuracy of database updates by BellSouth for Line Information Database (LIDB), Directory Assistance, and Directory Listings using a statistically valid sample of LSRs/Orders in a manual review. This manual review is not conducted on BellSouth Retail Orders.

Exclusions

- Updates canceled by the CLEC
- Initial update when supplemented by CLEC
- CLEC orders that had CLEC errors
- BellSouth updates associated with internal or administrative use of local services

Business Rules

For each update completed during the reporting period, the original update that the CLEC sent to BellSouth is compared to the database following completion of the update by BellSouth. An update is "completed without error" if the database completely and accurately reflects the activity specified on the original and supplemental update (order) submitted by the CLEC. Each database (LIDB, Directory Assistance, and Directory Listings) should be separately tracked and reported.

A statistically valid sample of CLEC Orders are pulled each month. That sample will be used to test the accuracy of the database update process. This is a manual process.

Calculation

Percent Update Accuracy = (a / b) X 100

- a = Number of Updates Completed Without Error
- b = Number Updates Completed

Report Structure

- CLEC Aggregate
- CLEC Specific (not available in this report)
- BellSouth Aggregate (not available in this report)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number (so_nbr) and PON (PON) • Local Service Request (LSR) • Order Submission Date • Number of Orders Reviewed **Note**: Code in parentheses is the corresponding header found in the raw data file.	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Database Type • LIDB • Directory Assistance • Directory Listings	• 95% Accurate

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

Definition

Measurement of the percent of NXX(s) and Location Routing Numbers LRN(s) loaded in end office and/or tandem switches by the Local Exchange Routing Guide (LERG) effective date when facilities are in place. BellSouth has a single provisioning process for both NXX(s) and LRN(s). In this measure, BellSouth will identify whether or not a particular NXX has been flagged as LNP capable (set triggers for dips) by the LERG effective date.

An LRN is assigned by the owner of the switch and is placed into the software translations for every switch to be used as an administrative pointer to route NXX(s) in LNP capable switches. The LRN is a result of Local Number Porting and is housed in a national database provided by the Number Portability Administration Center (NPAC). The switch owner is responsible for notifying NPAC and requesting the effective date that will be reflected in the LERG. The national database downloads routing tables into BellSouth Service Control Point (SCP) regional databases, which are queried by switches when routing ported numbers.

The basic NXX routing process includes the addition of all NXX(s) in the response translations. This addition to response translations is what supports LRN routing. Routing instructions for all NXX(s), including LRN(s), are received from the Advance Routing & Trunking System (ARTS) and all routing, including response, is established based on the information contained in the Translation Work Instructions (TWINs) document.

Exclusions

- Activation requests where the CLEC's interconnection arrangements and facilities are not in place by the LERG effective date
- Expedite requests

Business Rules

Data for the initial NXX(s) and LRN(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXX(s) in the local calling area will be based on the LERG effective date. The LERG effective date is loaded into the system at the request of the CLEC. It is contingent upon the CLEC to engineer, order, and install interconnection arrangements and facilities prior to that date.

The total Count of NXX(s) and LRN(s) that were scheduled to be loaded and those that were loaded by the LERG effective date in BellSouth switches will be captured in the Work Force Administration -Dispatch In database.

Calculation

Percent NXXs/LRNs Loaded and Tested Prior to the LERG Effective Date = (a / b) X 100

- a = Count of NXXs and LRNs loaded by the LERG effective date
- b = Total NXXs and LRNs scheduled to be loaded by the LERG effective date

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth (Not Applicable)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Company Name • Company Code • NPA/NXX • LERG Effective Date • Loaded Date	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Geographic Scope - Region	• 100% by LERG Effective Date

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 8: E911

E-1: Timeliness

Definition

Measures the percent of batch orders for E911 database updates (to CLEC resale and BellSouth retail records) processed successfully within a 24-hour period.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing batch orders extracted from the BellSouth Service Order Control System (SOCS). Processing stops when SCC loads the individual records to the E911 database. The E911 database includes updates to the Automatic Location Identification (ALI) database. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Timeliness = (a / b) X 100

- a = Number of batch orders processed within 24 hours
- b = Total number of batch orders submitted

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

E-2: Accuracy

Definition

Measures the percent of E911 telephone number (TN) record updates (to CLEC resale and BellSouth retail records) processed successfully for E911 (including the Automatic Location Identification (ALI) database).

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing telephone number (TN) records extracted from BellSouth's Service Order Control System (SOCS). The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Accuracy = (a / b) X 100

- a = Number of record individual updates processed with no errors
- b = Total number of individual record updates

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

E-3: Mean Interval

Definition

Measures the mean interval processing of E911 batch orders (to update CLEC resale and BellSouth retail records) including processing against the Automatic Location Identification (ALI) database.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted is 4-hour increments up to and beyond 24 hours. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Interval = (a - b)

- a = Date and time of batch order completion
- b = Date and time of batch order submission

E911 Mean Interval = (c / d)

- c = Sum of all E911 Intervals
- d = Number of batch orders completed

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 9: Trunk Group Performance

TGP-1: Trunk Group Performance-Aggregate

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Trunk groups blocked due to unanticipated significant increases in CLEC traffic
- Final groups actually overflowing, not blocked

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

Calculation

Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Aggregate
- BellSouth Aggregate
  - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly Blocking Per Trunk Group • Hourly Usage Per Trunk Group • Hourly Call Attempts Per Trunk Group	• Report Month • Total Trunk Groups • Aggregate Hourly Blocking Per Trunk Group • Hourly Usage Per Trunk Group • Hourly Call Attempts Per Trunk Group

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• CLEC aggregate • BellSouth aggregate	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC Aggregate • BellSouth Aggregate	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BellSouth

TGP-2: Trunk Group Performance-CLEC Specific

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Trunk groups blocked due to unanticipated significant increases in CLEC traffic
- Final groups actually overflowing, not blocked

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

- This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

Calculation

Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.

- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Specific
  - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly Blocking Per Trunk Group • Hourly Usage Per Trunk Group • Hourly Call Attempts Per Trunk Group	• Report Month • Total Trunk Groups • Aggregate Hourly Blocking Per Trunk Group • Hourly Usage Per Trunk Group • Hourly Call Attempts Per Trunk Group

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• CLEC Trunk Group	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC Trunk Group • BellSouth Trunk Group	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

Section 10: Collocation

C-1: Collocation Average Response Time

Definition

Measures the average time (counted in calendar days) from the receipt of a complete and accurate collocation application (including receipt of application fee if required) to the date BellSouth returns a response electronically or in writing. Within 10 calendar days after having received a bona fide application for physical collocation, BellSouth must respond as to whether space is available or not.

Exclusions

Any application canceled by the CLEC.

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate collocation application accompanied by the appropriate application fee if required. The clock stops on the date that BellSouth returns a response. The clock will restart upon receipt of changes to the original application request.

Calculation

Response Time = (a - b)

- a = Request Response Date
- b = Request Submission Date

Average Response Time = (c / d)

- c = Sum of all Response Times
- d = Count of Responses Returned within Reporting Period

Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

Data Retained

- Report Period
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

Level of Disaggregation	SQM Analog/Benchmark
• State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical-Cageless-Initial • Physical Cageless-Augment	• Virtual - 20 Calendar Days • Physical Caged - 30 Calendar Days • Physical Cageless - 30 Calendar Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

C-2: Collocation Average Arrangement Time

Definition

Measures the average time (counted in calendar days) from receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee if required) to the date BellSouth completes the collocation arrangement and notifies the CLEC.

Exclusions

- Any Bona Fide firm order canceled by the CLEC
- Any Bona Fide firm order with a CLEC-negotiated interval longer than the benchmark interval

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate Bone Fide firm order accompanied by the appropriate fee. The clock stops on the date that BellSouth completes the collocation arrangement and notifies the CLEC.

Calculation

Arrangement Time = (a - b)

- a = Date Collocation Arrangement is Complete
- b = Date Order for Collocation Arrangement Submitted

Average Arrangement Time = (c / d)

- c = Sum of all Arrangement Times
- d = Total Number of Collocation Arrangements Completed during Reporting Period

Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

Data Retained

- Report Period
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical Cageless-Initial • Physical Cageless-Augment	• Virtual - 50 Calendar Days (Ordinary) • Virtual - 75 Calendar Days (Extraordinary) • Physical Caged - 90 Calendar Days • Physical Cageless - 60 Calendar Days (Ordinary) • Physical Cageless - 90 Calendar Days (Extraordinary)

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

C-3: Collocation Percent of Due Dates Missed

Definition

Measures the percent of missed due dates for both virtual and physical collocation arrangements.

Exclusions

Any Bona Fide firm order canceled by the CLEC.

Business Rules

Percent Due Dates Missed is the percent of total collocation arrangements which BellSouth is unable to complete by end of the BellSouth committed due date. The clock starts on the date that BellSouth receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee if required. The arrangement is considered a missed due date if it is not completed on or before the committed due date.

Calculation

% of Due Dates Missed = (a / b) X 100

- a = Number of Completed Orders that were not completed within BellSouth Committed Due Date during Reporting Period
- b = Number of Orders Completed in Reporting Period

Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

Data Retained

- Report Period
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical Cageless-Initial • Physical Cageless-Augment	• >= 95% on time

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• All Collocation Arrangements	• >= 95% on time

Section 11: Change Management

CM-1: Timeliness of Change Management Notices

Definition

Measures whether CLECs receive required software release notices on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process (CCP)

Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

Calculation

Timeliness of Change Management Notices = (a / b) X 100

- a = Total number of Change Management Notifications Sent Within Required Timeframes
- b = Total Number of Change Management Notifications Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• 95% >= 30 Days of Release

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 95% >= 30 Days of Release

CM-2: Change Management Notice Average Delay Days

Definition

Measures the average delay days for change management system release notices sent outside the time frame set forth in the Change Control Process.

Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification due date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

Calculation

Change Management Notice Delay Days = (a - b)

- a = Date Notice Sent
- b = Date Notice Due

Change Management Notice Average Delay Days = (c / d)

- c = Sum of all Change Management Notice Delay Days
- d = Total Number of Notices Sent Late

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• <= 8 Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-3: Timeliness of Documents Associated with Change

Definition

Measures whether CLECs received requirements or business rule documentation on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and timeframes set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

Calculation

Timeliness of Documents Associated with Change = (a / b) X 100

- a = Change Management Documentation Sent Within Required Timeframes after Notices
- b = Total Number of Change Management Documentation Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• 95% >= 30 days if new features coding is required • 95% >= 5 days for documentation defects, corrections or clarifications

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 95% >= 30 days of the change

CM-4: Change Management Documentation Average Delay Days

Definition

Measures the average delay days for requirements or business rule documentation sent outside the time frames set forth in the Change Control Process.

Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

Calculation

Change Management Documentation Delay Days = (a - b)

- a = Date Documentation Provided
- b = Date Documentation Due

Change Management Documentation Average Delay Days = (c / d)

- c = Sum of all CM Documentation Delay Days
- d = Total Change Management Documents Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• <= 8 Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-5: Notification of CLEC Interface Outages

Definition

Measures the time it takes BellSouth to notify the CLEC of an outage of an interface.

Exclusions

None

Business Rules

This measure is designed to notify the CLEC of interface outages within 15 minutes of BellSouth's verification that an outage has taken place. This metric will be expressed as a percentage.

Calculation

Notification of CLEC Interface Outages = (a / b) X 100

- a = Number of Interface Outages where CLECS are notified within 15 minutes
- b = Total Number of Interface Outages

Report Structure

- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Number of Interface Outages • Number of Notifications <= 15 minutes	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• By interface type for all interfaces accessed by CLECs	• 97% in 15 Minutes

Interface	Applicable to
EDI	CLEC
CSOTS	CLEC
LENS	CLEC
TAG	CLEC
ECTA	CLEC
TAFI	CLEC/BellSouth

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 12: Bona Fide / New Business Request Process

BFR-1: Percentage of BFR/NBR Requests Processed Within 30 Business Days

Definition

Percentage of Bona Fide/New Business Requests processed within 30 business days for the development and purchases of network elements not currently offered.

Exclusions

- Any application cancelled by the CLEC

Business Rules

The clock starts when BellSouth receives a complete and accurate application. The clock stops when BellSouth completes application processing for Network Elements that are not operational at the time of the request.

Calculation

Percentage of BFR/NBR Requests Processed Within 30 Business Days = (a / b) X 100

- a = Count of number of requests processed within 30 days
- b = Total number of requests

Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

Data Retained

- Report Period
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• 90% <= 30 business days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

BFR-2: Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days

Definition

Percentage of quotes provided in response to Bona Fide/New Business Requests within X (10/30/60) business days for network elements not currently offered.

Exclusions

- Requests that are subject to pending arbitration

Business Rules

The clock starts when BellSouth receives a complete and accurate application. The clock stops when BellSouth responds back to the application with a price quote.

Calculation

Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days = (a / b) X 100

- a = Count of number of requests processed within "X" days
- b = Total number of requests
  where "X" = 10, 30, or 60 days

Report Structure

- New Network Elements that are operational at the time of the request
- New Network Elements that are ordered by the FCC
- New Network Elements that are not operational at the time of the request

Data Retained

- Report Period
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• 90% <= 10/30/60 business days - Network Elements that are operational at the time of the request – 10 days - Network Elements that are Ordered by the FCC – 30 days - New Network Elements – 90 days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Appendix A: Reporting Scope

A-1: Standard Service Groupings

See individual reports in the body of the SQM.

A-2: Standard Service Order Activities

These are the generic BellSouth/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.

Service Order Activity Types

- Service Migrations Without Changes
- Service Migrations With Changes
- Move and Change Activities
- Service Disconnects (Unless noted otherwise)
- New Service Installations

Pre-Ordering Query Types

- Address
- Telephone Number
- Appointment Scheduling
- Customer Service Record
- Feature Availability
- Service Inquiry

Maintenance Query Types:

TAFI - TAFI queries the systems below

- CRIS
- March
- Predictor
- LMOS
  - DLR
  - DLETH
  - LMOSupd
- LNP
- NIW
- OSPCM
- SOCS

Report Levels

- CLEC RESH
- CLEC State
- CLEC Region
- Aggregate CLEC State

- Aggregate CLEC Region
- BellSouth State
- BellSouth Region

Appendix B: Glossary of Acronyms and Terms

Symbols used in calculations

∑ A mathematical symbol representing the sum of a series of values following the symbol.

- A mathematical operator representing subtraction.

+ A mathematical operator representing addition.

/ A mathematical operator representing division.

< A mathematical symbol that indicates the metric on the left of the symbol is less than the metric on the right.

<= A mathematical symbol that indicates the metric on the left of the symbol is less than or equal to the metric on the right.

> A mathematical symbol that indicates the metric on the left of the symbol is greater than the metric on the right.

>= A mathematical symbol that indicates the metric on the left of the symbol is greater than or equal to the metric on the right.

( ) Parentheses, used to group mathematical operations which are completed before operations outside the parentheses.

A

ACD: Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.

Aggregate: Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.

ALEC: Alternative Local Exchange Company = FL CLEC

ADSL: Asymmetrical Digital Subscriber Line

ASR: Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.

ATLAS: Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.

ATLASTN: ATLAS software contract for Telephone Number.

Auto Clarification: The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.

B

BFR: Bona Fide Request

BILLING: The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.

BOCRIS: Business Office Customer Record Information System (Front-end to the CRIS database.)

BRI: Basic Rate ISDN

BRC: Business Repair Center – The BellSouth Business Systems trouble receipt center which serves business and CLEC customers.

BellSouth: BellSouth Telecommunications, Inc.

C

CABS: Carrier Access Billing System

CCC: Coordinated Customer Conversions

CCP: Change Control Process

Centrex: A business telephone service, offered by local exchange carriers, which is similar to a Private Branch Exchange (PBX) but the switching equipment is located in the telephone company Central Office (CO).

CKTID: A unique identifier for elements combined in a service configuration

CLEC: Competitive Local Exchange Carrier

CLP: Competitive Local Provider = NC CLEC

CM: Change Management

CMDS: Centralized Message Distribution System - Telcordia administered national system used to transfer specially formatted messages among companies.

COFFI: Central Office Feature File Interface - Provides information about USOCs and class of service. COFFI is a part of DOE/ SONGS. It indicates all services available to a customer.

COG: Corporate Gateway - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

CRIS: Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.

CRSACCTS: CRIS software contract for CSR information

CRSG: Complex Resale Support Group

C-SOTS: CLEC Service Order Tracking System

CSR: Customer Service Record

CTTG: Common Transport Trunk Group - Final trunk groups between BellSouth & Independent end offices and the BellSouth access tandems.

CWINS Center: Customer Wholesale Interconnection Network Services Center (formerly the UNE Center).

D

DA: Directory Assistance

Design: Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities.

Disposition & Cause: Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.

DLETH: Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS.

DLR: Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.

DS-0: The worldwide standard speed for one digital voice signal (64000 bps).

DS-1: 24 DS-0s (1.544Mb/sec., i.e. carrier systems)

DOE: Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.

DOM: Delivery Order Manager - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

DSAP: DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and Unbundled Network Elements.

DSAPDDI: DSAP software contract for schedule information.

DSL: Digital Subscriber Line

DUI: Database Update Information

E

E911: Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.

EDI: Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra-company business documents in a public standard format.

ESSX: BellSouth Centrex Service

F

Fatal Reject: LSRs electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated.

Flow-Through: In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BellSouth OSS without manual or human intervention.

FOC: Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

FX: Foreign Exchange

G H

HAL: "Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.

HALCRIS: HAL software contract for CSR information

HDSL: High Density Subscriber Loop/Line

I J K

ILEC: Incumbent Local Exchange Company

INP: Interim Number Portability

ISDN: Integrated Services Digital Network

IPC: Interconnection Purchasing Center

L

LAN: Local Area Network

LAUTO: The automatic processor in the LNP Gateway that validates LSRs and issues service orders.

LCSC: Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Pre-ordering transactions along with associated expedite requests and escalations.

Legacy System: Term used to refer to BellSouth Operations Support Systems (see OSS)

LENS: Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.

LEO: Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.

LERG: Local Exchange Routing Guide

LESOG: Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.

LFACS: Loop Facilities Assessment and Control System

LIDB: Line Information Database

LISC: Local Interconnection Service Center - The center that issues trunk orders.

LMOS: Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.

LMOS HOST: LMOS host computer

LMOSupd: LMOS updates

LMU: Loop Make-up

LMUS: Loop Make-up Service Inquiry

LNP: Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.

Loops: Transmission paths from the central office to the customer premises.

LRN: Location Routing Number

LSR: Local Service Request – A request for local resale service or unbundled network elements from a CLEC.

M

Maintenance & Repair: The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.

MARCH: BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

N

NBR: New Business Request

NC: "No Circuits" - All circuits busy announcement.

NIW: Network Information Warehouse

NMLI: Native Mode LAN Interconnection

NPA: Numbering Plan Area

NXX: The "exchange" portion of a telephone number.

O

OASIS: Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.

OASISBSN: OASIS software contract for feature/service

OASISCAR: OASIS software contract for feature/service

OASISLPC: OASIS software contract for feature/service

OASISMTN: OASIS software contract for feature/service

OASISNET: OASIS software contract for feature/service

OASISOCP: OASIS software contract for feature/service

ORDERING: The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.

OSPCM: Outside Plant Contract Management System - Provides Scheduling Information.

OSS: Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.

Out Of Service: Customer has no dial tone and cannot call out.

P

PMAP: Performance Measurement Analysis Platform

PMQAP: Performance Measurement Quality Assurance Plan

PON: Purchase Order Number

POTS: Plain Old Telephone Service

PREDICTOR: The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.

Preordering: The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.

PRI: Primary Rate ISDN

Provisioning: The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.

PSIMS: Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.

PSIMSORB: PSIMS software contract for feature/service.

Q R

RNS: Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.

ROS: Regional Ordering System

RRC: Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.

RSAG: Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.

RSAGADDR: RSAG software contract for address search.

RSAGTN: RSAG software contract for telephone number search.

S

SAC: Service Advocacy Center

SEEM: Self Effectuating Enforcement Mechanism

SOCS: Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.

SOG: Service Order Generator - Telcordia product designed to generate a service order for xDSL.

SOIR: Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911

SONGS: Service Order Negotiation and Generation System.

T

TAFI: Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.

TAG: Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.

TN: Telephone Number

Total Manual Fallout: The number of LSRs which are entered electronically but require manual entering into a service order generator.

U V

UNE: Unbundled Network Element

UCL: Unbundled Copper Link

USOC: Universal Service Order Code

W X Y Z

WATS: Wide Area Telephone Service

WFA: Work Force Administration

WMC: Work Management Center

WTN: Working Telephone Number.

Appendix C: BellSouth Audit Policy

BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) each of the next five (5) years (2001-2005) to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Sprint
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions PartA	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
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	26		
	27		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Sprint
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	28		
	29		
	30		
	31		
	32		
	33		
	34		
	35		
	36		
Terms/Conditions Part B			
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	Exhibit A		
	Exhibit B		
	Exhibit C		
2-Network Elements & Other Services	1		
	2		
	3		
	4		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Sprint
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Sprint
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
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	8		
	9		
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
	Exhibit C		
4A – Virtual Collocation	1		
	2		
	3		
4B-Remote Site Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Sprint
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	10		
	11		
	12		
	13		
	14		
4C – Microwave Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Sprint
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
	Exhibit A		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		
	2		
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	9		
	10		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Sprint
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	11		
	12		
	13		
	14		
	15		
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	18		
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	20		
	21		
	22		
	23		
	24		
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	26		
	27		
	28		
	Appendix I		
	Appendix II		
	Exhibit I		
9-Perf Measurement			
10-Executive Summary			
11-Disaster Recovery			

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Sprint
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions PartA	1		
	2		
	3		
	4		
	5		
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	7		
	8		
	9		
	10		
	11		
	12		
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	25		
	26		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Sprint
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	27		
	28		
	29		
	30		
	31		
	32		
	33		
	34		
	35		
	36		
Terms/Conditions Part B			
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	Exhibit A		
	Exhibit B		
	Exhibit C		
2-Network Elements & Other Services	1		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Sprint
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	2		
	3		
	4		
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	6		
	7		
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	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Sprint
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	5		
	6		
	7		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
	Exhibit C		
4A – Virtual Collocation	1		
	2		
	3		
4B-Remote Site Physical Collocation	1		
	2		
	3		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Sprint
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
4C-Microwave Collowcation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
5-Access to Numbers & Number Portability	1		
	2		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Sprint
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
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	9		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
	Exhibit A		
7-Billing & Billing Accuracy Certification	1		
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	Exhibit A		
8-ROW/Conduits/PoleAtt	1		

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Attachment Name/Number	Section Number	Version Date	Planned Activities
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AGREEMENT IMPLEMENTATION TEMPLATE (Business)
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BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	Exhibit I		
9-Perf Measurement			
10-Executive Summary			
11-Disaster Recovery			

Attachment 11
BellSouth Disaster Recovery Plan

2000
BELLSOUTH

DISASTER RECOVERY PLANNING

For

CLECS

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and

e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service for Hospitals, Police and other emergency agencies; and

e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.