BELLSOUTH

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January 16, 2001

VIA HAND DELIVERY

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

Re: *Petition for Interconnection Arbitration by DIECA Communications, Inc. d/b/a Covad Communications Company, Inc. Against BellSouth Telecommunications, Inc.*
Docket No. 00-01130

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth's Response to Covad Communications Company, Inc.'s Petition for Arbitration. Copies of the enclosed are being provided to counsel of record.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

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CERTIFICATE OF SERVICE

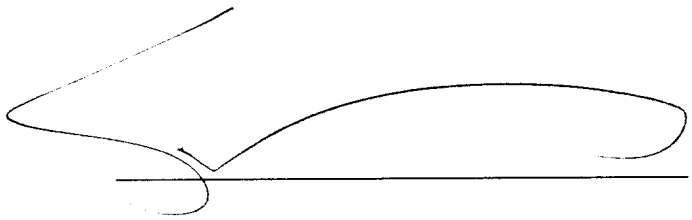
I hereby certify that on January 16, 2001, a copy of the foregoing document was served on the parties of record, via the method indicated:

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BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

Re: *Petition for Interconnection Arbitration by DIECA Communications, Inc. d/b/a Covad Communications Company, Inc. Against BellSouth Telecommunications, Inc.*

Docket No. 00-01130

BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSE TO COVAD COMMUNICATIONS COMPANY'S PETITION FOR ARBITRATION

Pursuant to 47 U.S.C. § 252(b)(3), BellSouth Telecommunications, Inc. ("BellSouth"), responds to the Petition for Arbitration filed by DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad") and shows as follows:

INTRODUCTION

Sections 251 and 252 of the Telecommunications Act of 1996 ("1996 Act") encourage negotiations between parties to reach local interconnection agreements. Section 251(c)(1) of the 1996 Act requires incumbent local exchange companies ("ILECs") to negotiate the particular terms and conditions of agreements to fulfill the duties described in Sections 251(b) and 251(c)(2-6).

Since passage of the 1996 Act on February 8, 1996, BellSouth has successfully conducted negotiations with a large number of competing local exchange companies ("CLECs") in Tennessee. To date, the Tennessee Regulatory Authority ("TRA") has approved hundreds of agreements between BellSouth and

CLECs. The nature and extent of these agreements vary depending on the individual needs of the companies, but the conclusion is inescapable – BellSouth has a record of embracing competition and displaying willingness to compromise and interconnect on fair and reasonable terms.

As part of the negotiation process, the 1996 Act allows a party to petition a state commission for arbitration of unresolved issues.[1] The petition must identify the issues resulting from the negotiations that are resolved, as well as those that are unresolved.[2] The petitioning party must submit along with its petition "all relevant documentation concerning: (1) the unresolved issues; (2) the position of each of the parties with respect to those issues; and (3) any other issue discussed and resolved by the parties."[3] A non-petitioning party to a negotiation under this section may respond to the other party's petition and provide such additional information as it wishes within 25 days after the TRA receives the petition.[4] The 1996 Act limits the TRA's consideration of any petition (and any response thereto) to the unresolved issues set forth in the petition and in the response.[5]

BellSouth and Covad entered into a two-year Interconnection Agreement ("Agreement") that expired on November 30, 2000. The existing agreement

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1 47 U.S.C. § 252(b)(2).

2 *See generally,* 47 U.S.C. §§ 252 (b)(2)(A) and 252 (b)(4).

3 47 U.S.C. § 252(b)(2).

4 47 U.S.C. § 252(b)(3).

5 47 U.S.C. § 252(b)(4).

provides that BellSouth and Covad will continue to operate pursuant to the terms of the Agreement until such time as a new interconnection agreement is approved. The parties have been negotiating in an attempt to reach a new agreement, but although BellSouth and Covad negotiated in good faith, the parties have been unable to reach agreement on some issues. As a result, Covad filed its Petition for Arbitration.

Through the arbitration process, the TRA must resolve the unresolved issues ensuring that the requirements of Sections 251 and 252 of the 1996 Act are met. The obligations contained in those sections of the 1996 Act are the obligations that form the basis for negotiation, and if negotiations are unsuccessful, then form the basis for arbitration. Issues or topics not specifically related to these areas should be outside the scope of an arbitration proceeding. Once the TRA has provided guidance on the unresolved issues, the parties must incorporate those resolutions into a final agreement to be submitted to the TRA for approval.[6]

BellSouth would note, however, that the parties have not consulted regarding a mutually agreeable statement of the issues pending between them. Instead, Covad has unilaterally submitted a list of issues that are poorly worded, often misstated and clearly biased toward Covad's position. In this Response, BellSouth will attempt to present a list of issues neutrally worded, so that the matters presented to the TRA can be arbitrated in a balanced manner.

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[6] 47 U.S.C. § 252(a).

Additionally, although Covad was required by the 1996 Act to present BellSouth's position on the issues that Covad wants resolved by the TRA, even a cursory review of Covad's supposed representation of BellSouth's positions reveals that Covad continued the same biased and unbalanced approach that characterizes the wording of the issues it presented in its petition. In this response, BellSouth will present a clear statement of BellSouth's position on the issues to be presented to the TRA. BellSouth will not attempt to represent Covad's position on these issues, nor will BellSouth respond, except in the most egregious cases, to the various statements that Covad has made regarding BellSouth's positions on the issues to be decided.

Attached to its Response, and incorporated herein by reference as fully as if set out in its entirety, BellSouth has included a copy of a true, correct and complete Proposed Interconnection Agreement that indicates the areas of dispute and the areas of agreement. While Covad filed, as Exhibit E to its petition, what it represented to be the last working draft interconnection agreement between the parties, that document was incomplete in certain respects. From the outset of the negotiations BellSouth maintained the official version of the draft interconnection agreement and the attachment is a copy of that document that includes all of the sections about which BellSouth and Covad have a dispute.

Covad, in the introduction to its petition, and indeed throughout the document, makes numerous and gratuitous statements disparaging BellSouth. For instance, at page 2, Covad accuses BellSouth of using these negotiations to limit or

"roll-back" Covad's legal rights. On that same page, Covad gratuitously claims that "rather than focus on changes that would improve BellSouth's service to Covad and help bring BellSouth into compliance with applicable law, BellSouth continues to refuse to implement process improvements...." BellSouth specifically and emphatically denies each and every one of the underlying claims made in those attacks on BellSouth, whether those contained on page 2 of the petition or those scattered throughout the document.

BellSouth has negotiated with hundreds of CLECs. It has reached voluntary agreements with substantial numbers of them. BellSouth has been and continues to be a positive force in the development of competition in Tennessee, whether that is broadband competition or basic local residential competition. What BellSouth will not do, and what it is not obligated to do by the 1996 Act or otherwise, is to simply turn over control of its operations to Covad, to the detriment of other CLECs in Tennessee or to the detriment of BellSouth's own customers. Covad is entitled to interconnection and access to network elements on a nondiscriminatory basis. It is entitled to a meaningful opportunity to compete. It is not entitled to special treatment, which is the hallmark of Covad's claims.

PARTIES

1. With regard to Paragraph 1 of the Petition, on information and belief, BellSouth admits that Covad is a CLEC certified by the TRA and is a Virginia corporation. BellSouth has neither knowledge nor information sufficient to form a belief regarding Covad's principal place of business, but notes that the address

given is not the address used in the draft interconnection agreement. BellSouth admits that it and Covad are parties to an interconnection agreement, but states that the agreement is dated December 1, 1998.

2. With regard to Paragraph 2 of the Petition, BellSouth admits that it is an ILEC as stated and that it is a Georgia corporation with its principal place of business at the location stated, although the specific room number provided is not appropriate.

BACKGROUND

3. With regard to Paragraph Number 3 of the Petition, BellSouth states that Brian Campbell was not a BellSouth negotiator assigned to this matter. Although BellSouth admits that Stephen Klimacek and Dorothy Farmer have participated as negotiators, BellSouth states that they are not the designated contacts for the contract being negotiated. The remainder of Paragraph 3 requires no response from BellSouth.

4. In response to Paragraph 4 of Covad's Petition, BellSouth states that the paragraph contains nothing relevant to this arbitration and the claims asserted therein require neither an admission nor a denial by BellSouth.

5. Paragraph 5 of the Petition contains references and characterizations of various decisions of the FCC and the TRA. Those decisions of the FCC and actions by the TRA speak for themselves and the averments of Paragraph 5 therefore require neither an admission nor a denial by BellSouth.

6. Paragraph 6 of the Petition contains numerous additional irrelevant, scurrilous and patently incorrect statements. While BellSouth agrees that consumers benefit from competition in the provision of broadband services, BellSouth specifically denies that it has failed to undertake its duties consistent with the provisions of the 1996 Act. BellSouth specifically denies that its systems, policies, practices or prices are discriminatory, commercially unreasonable or unlawful. Covad's suggestion that it has proposed language that would facilitate its enforcement of its legal rights and that BellSouth's response has been to "stonewall" Covad's responses is patently false and BellSouth denies such claims.[7]

NEGOTIATIONS

7. In Paragraph 7 of its Petition, Covad claims that regulatory changes and serious operational issues it faced necessitated an aggressive and intensive schedule of negotiations. In truth, Covad's existing agreement was expiring and it was obligated under the terms of that agreement to reopen negotiations with BellSouth. However, the parties did hold numerous meetings, and together managed to resolve the vast majority of the issues that existed between them.

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[7] For instance, consider Covad's claims under its first issue, that BellSouth has attempted to require Covad to waive liability for breaches of the agreement. Presumably this would be one of the instances where Covad asserts that it has proposed language that would facilitate its enforcement of its legal rights and that BellSouth has "stonewalled" Covad. However, looking at Section 8 of Exhibit C to the Petition, which is supposedly a copy of Covad's first "red-lines" to the basic BellSouth interconnection agreement, shows not a single disagreement with the language that BellSouth proposed. Indeed, the language that Covad provided to BellSouth in this regard for inclusion in the agreement does not reflect the language that was in the prior contract between BellSouth and Covad.

Nevertheless, Covad is correct that a number of issues could not be resolved by the parties, hence Covad's Petition to the TRA seeking the TRA's assistance in resolving these remaining issues.

8. With regard to the averments of Paragraph 8 of the Petition, BellSouth specifically denies that it refused to discuss process improvements with Covad or to offer performance enhancements. BellSouth continues, to this day, to provide enhancements to its processes for all CLECs, including Covad. For instance, in just the past few weeks, a procedure was provided to Covad that allows it to conduct its own test to determine whether a splitter needed for line sharing is working correctly. BellSouth also has implemented a mechanized process that allows Covad to electronically access BellSouth's Loop Facilities Assignment and Control System ("LFACS"), in order to determine the make-up of particular loops that Covad has an interest in using. BellSouth specifically denies that it has attempted to deprive Covad of any legal rights, or that its proposals do not conform to FCC requirements.

JURISDICTION

9. With regard to Paragraph 9 of the Petition, BellSouth agrees that the TRA has jurisdiction to hear this arbitration and that all of the statutory time limits have been met or waived. Simply because it is not true, BellSouth does deny the averment found in the last sentence of Paragraph 9, where Covad alleges that BellSouth requested that Covad extend the window for requesting arbitration. BellSouth made no such request. Instead, the parties, as a result of discussions

regarding the work remaining to be done, jointly agreed to such an extension. It is a very minor point, but relates to the biased manner in which Covad seems to insist on approaching this arbitration.

10. With regard to Paragraph 10 of the Petition, as stated above, BellSouth agrees that the TRA has the authority to conduct an arbitration between these two parties. The remainder of the paragraph, however, rather than relating to the jurisdiction of the TRA, constitutes another gratuitous attack on BellSouth's intentions in these negotiations. BellSouth denies that many of the issues involve BellSouth proposals to "roll-back" Covad's rights. Certainly BellSouth has proposed changes. The passage of time and the acquisition of knowledge often cause positions to evolve and develop. What parties agreed to two or three or four years ago is not carved in stone. These agreements have expiration dates for a reason. They have renegotiation provisions for a reason. Obviously Covad has not offered to bind itself to the literal language of its prior agreements in this negotiation. BellSouth is exercising its rights to negotiate. Covad has exercised its right to seek arbitration. There is nothing wrong, or sinister, in either action.

ISSUES IN DISPUTE

11. With regard to Paragraph 11 of the Petition, BellSouth agrees that there have been discussions and exchanges of contract language on dozens of issues, as well as agreement on numerous issues. BellSouth agrees that Covad's exhibits appear to be drafts of working agreements that have been exchanged between the parties, but denies that Exhibit E is a complete copy of the most

recent working draft of the interconnection agreement the parties are working on. BellSouth has attached to this Response a copy of the most recent working draft of its proposed interconnection agreement that reflects all of the disputed sections.

12. With regard to the remainder of the petition, BellSouth proposes to state each issue as it understands it, in a neutral manner that can be presented to the TRA for decision. After presenting each issue, BellSouth will succinctly present, with a minimum of editorializing, its position on the issue. BellSouth, except where Covad has made the most outrageous statements, will not comment upon, or even address Covad's position, since presumably Covad is entitled to present its positions as it deems appropriate, without regard for accuracy or completeness.[8] However, the TRA should disregard Covad's statements purporting to present BellSouth's positions regarding the issues in dispute. Covad has cast BellSouth's positions incorrectly in a number of instances, and has failed to fairly and fully present them in other cases. Rather than try to correct Covad's mistakes, BellSouth will simply restate its positions in a fashion intended to present its positions.

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[8] In the middle of its Petition, at paragraph 29, Covad shifts to a discussion of line sharing, and inserts several paragraphs that do not address issues, but rather make generic comments on line sharing. BellSouth will not address each of those paragraphs individually, since Covad simply appears to be presenting its characterization of the FCC's orders on line sharing. Nonetheless, BellSouth specifically denies that it has improperly denied access to line sharing to Covad or that it has failed to meet any obligations imposed on it by the FCC or otherwise regarding line sharing.

Issue 1: What limitations of liability, if any, should be included in the Parties' Interconnection Agreement?

BellSouth's Position: It is undisputed that during the negotiations leading to an arbitration, the parties may discuss and agree, or disagree, on any issue that they chose to discuss. Section 252(a) of the 1996 Act allows parties to negotiate and enter into a binding agreement for interconnection, without regard to the standards set forth in §251(b) and (c) of the 1996 Act. That is, the parties can agree to terms that create obligations on the part of the incumbent local exchange company (ILEC) that are not statutorily required. However, when such negotiations fail, and arbitration is sought, the TRA is constrained to resolve any "open issues" in a manner that meets "the requirements of section 251, including the regulations prescribed by the [FCC] pursuant to section 251 . . . ." Section 252(e). None of the requirements of section 251 address limitations of liability. This issue, therefore, simply is not the appropriate subject of arbitration, and the TRA should not hear it in this proceeding.

Without waiving the foregoing, BellSouth states that it has proposed that each parties' liability to the other arising out of any negligent act or omission, whether in contract or tort, should be limited to a credit for the actual cost of the services or functions not performed or improperly performed. BellSouth is willing to exclude from this limitation losses resulting from gross negligence or intentional misconduct, and indeed such

language is found in Section 8.3.4 of the General Terms and Conditions of the Contract. BellSouth is not willing to simply do away with any limitation of liability and is not statutorily obligated to do so. Nor is it willing to agree to language that will be a subject of ongoing dispute such as a provision that the limitation of liability would not apply to "material" breaches of the agreement.

Issue 2: What should BellSouth's obligations be under this Interconnection Agreement in the event that BellSouth's workforce, or the workforce of its suppliers and vendors, engage in a work stoppage?

BellSouth's Position: For the same reasons discussed in BellSouth's statement of its position on Issue 1, this issue simply is not the appropriate subject of arbitration. The TRA, therefore, should not hear this issue in this proceeding.

Without waiving the foregoing, BellSouth states that while it hopes that neither it nor its vendors would experience a work stoppage during the period covered by this Interconnection Agreement, such a result is not predictable with certainty. In such an event, BellSouth would be obligated to marshal its forces to ensure the provision and continuation of service to not only its customers, but to the customers of the CLECs with which it does business. In this regard, what Covad is entitled to receive, and what

BellSouth proposes to provide, is interconnection and access to unbundled network elements on a nondiscriminatory basis during any work stoppage. Indeed, BellSouth has specifically agreed in Section 4 of the General Terms and Conditions section of the agreement to provide parity. Covad, however, is not entitled to special treatment in the event of a work stoppage or to dictate what the limited workforce that would be available will do, nor is Covad entitled to be consulted on the allocation of BellSouth's resources during such a work stoppage.

Issue 3: Should there be a limitation on a CLEC's right to opt-in to an existing interconnection agreement that has only a short period remaining before it expires?

BellSouth's Position: It is BellSouth's position that a CLEC should not be allowed to opt into an existing interconnection contract that has less than 6 months to run before it expires. BellSouth's position is completely consistent with FCC Rule 51.809 (c), which requires that interconnection agreements be available for opt-in by other CLECs only "for a reasonable period of time after the approved agreement is available for public inspection...." See In re: Petition of Global NAPS South, Inc. For Arbitration of Interconnection Rates, Terms and Conditions, 90 Md. P.S.C. 48 (July 15, 1999) (on appeal, Circuit Court Baltimore City) (finding it unreasonable to allow CLEC to opt into a

three-year interconnection agreement approximately two and a half years after its approval.) As a general matter, BellSouth's contracts require the parties to begin negotiating new contracts when only six months remains on the term of the contract. Allowing Covad to opt into an expiring contract on the last day before it expires clearly would not be consistent with the FCC rule referenced above, but that is precisely what Covad is seeking. Moreover, the rule has a firm foundation in reason. Allowing another CLEC to opt into such a contract simply means that negotiations with the CLEC that opts-in would have to begin immediately as well, even if that CLEC's contract had just recently been finalized. Obviously, this could place an unnecessary and potentially expensive burden on BellSouth.

Issue 4: Is Covad entitled to receive a discount on services it purchases from BellSouth but does not resell to an end user, including services that it purchases for its own use?

BellSouth's Position: The law is perfectly clear on this point. Covad wants to purchase BellSouth services for its own use and wants to receive the resale discount for those services. Similarly, it wants to buy xDSL services at the resale discount from BellSouth and sell these services to Internet Service Providers. The FCC has ruled in its Local Interconnection Order, In re: Implementation of the Local Competition Provisions in the

Telecommunications Act of 1996, CC Docket No. 96-98, August 8, 1996, ¶ 875, that the 1996 Act does not require ILECs to make services available for resale at wholesale rates for parties who are purchasing service for their own use. Similarly, in its Second Order and Report, In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, November 9, 1999, the FCC clearly stated that advanced services sold to Internet Service Providers were not retail services subject to the discounted resale obligations of the 1996 Act. Covad is not entitled to what it requested, and BellSouth properly refused.

Issue 5 (a): What is the appropriate time BellSouth may take to provision an unbundled voice-grade loop, ADSL, HDSL or UCL for Covad?

BellSouth's Position: BellSouth is obligated to offer interconnection and to provide access to unbundled network elements in a nondiscriminatory matter. Where there is no retail analogue to what has been requested, BellSouth must provide access in a manner that provides an efficient carrier a meaningful opportunity to compete. Consequently, this issue, and other issues relating to performance measurements, lend themselves to consideration in the context of a generic docket on performance measurements. In fact, when it adopted BellSouth's SQMs as modified, see In re: Petition by ITC^DeltaCom Communications, Inc. for Arbitration of

Certain Unresolved Issues in Interconnection Agreement Negotiations Between ITC^DeltaCom and BellSouth Telecommunications, Inc, in Docket No. 99-00430, the Arbitrators indicated the possibility that the Authority would adopt different "measurements and enforcement mechanisms in another proceeding ...." *See* Transcript of Proceedings at 18 (April 4, 2000). On May 16, 2000, BellSouth filed a motion requesting that the Authority convene a generic proceeding to address performance measurements and enforcement mechanisms so that the Authority can address the issue in a single proceeding rather than on a piecemeal basis in individual arbitrations. The TRA assigned a Docket No. 00-00392, see In re: Generic Docket to Address Performance Measurements and Enforcement Mechanisms, and on June 9, 2000, Time Warner filed a petition to intervene in that docket. The TRA, therefore, should defer Issue 5(a), which clearly addresses performance measures, to Docket No. 00-00392.

With regard to the issue itself, Covad asks the TRA to order BellSouth to provide Covad with the specified kinds of loops within 3 business days. That is not BellSouth's obligation under the 1996 Act. Instead, BellSouth is obligated to provide these facilities in a nondiscriminatory manner. Covad is not entitled, under the 1996 Act or the rules and regulations of the FCC, to have these network elements provisioned more rapidly than BellSouth makes these facilities available to itself or its affiliates. BellSouth has agreed to provide these facilities within 5-7 working days after an error-free local

service request has been received and a Firm Order Confirmation ("FOC") has been returned to Covad. That period is consistent with BellSouth's legal obligations described above.

Although Covad couched its version of this issue in terms of the time in which BellSouth must provide these facilities, Covad also discusses certain pre-ordering matters as well. Only certain types of loops qualify to provide the kinds of services that Covad seeks to provide. For instance ADSL loops require copper loops of less than a certain length that have no "load coils" or other impediments. BellSouth has provided Covad with a mechanized method of accessing BellSouth's loop make-up database so that it can determine, before placing its order, whether facilities exist to provide the service it wishes to provide to its end user. However, where the information that is available on a mechanized basis is not sufficient to provide the necessary degree of specificity, BellSouth has a manual process that allows Covad to submit a request for information about the make-up of available loops to serve a particular customer or location. BellSouth, after receiving such a request, will determine the make-up of the loop for Covad. BellSouth uses its best efforts to provide such information to Covad within 7 days of the submission of such a request.

As noted above, all of these intervals should be the subject of Docket No. 00-00392. If the TRA decides Issue 5(a) in the context of this

arbitration, however, the intervals offered by BellSouth are reasonable and should be adopted.

Issue 5 (b): What is the appropriate time BellSouth may take to provision an IDSL-compatible loop for Covad?

BellSouth's Position: This is essentially the same issue as 5(a), but involves a different kind of loop, one that is IDSL-compatible, which, as even Covad admits, requires additional and special work to install. Here Covad wants such loops provided within 5 days of the submission of a local service request by Covad. BellSouth's position, however, is exactly the same as for issue 5(a). This is a performance measures issue and should be referred to Docket No. 00-00392.

With regard to Covad's claim that such service should be provided within 5 days, there is absolutely no support for the proposition that this interval is reasonable. BellSouth's interval for IDSL-compatible loops, as for the loops addressed in Issue 5(a), is nondiscriminatory and is 5 to 7 days after the FOC is returned. As Covad notes, the installation of loops served by certain IDLC systems often requires a "work around" that even Covad admits justifies additional time. The BellSouth proposal to provision these loops according to its standard "service intervals" is appropriate.

Issue 5 (c): What should be the appropriate interval for BellSouth to "de-condition" (i.e., remove load coils or bridged tap) loops requested by Covad?

BellSouth's Position: Once again, this is a performance measures issue which should be deferred to Docket No. 00-00392, and BellSouth incorporates by reference its remarks found in response to Issue 5(a).

A number of the loops that Covad wishes to purchase from BellSouth must have certain characteristics in order to work properly. Usually this means that the loops must be copper and must be free of what is referred to as "load coils" and excessive "bridged tap." "Load coils" are inductors placed at specified intervals along the length of a loop in order to form a bandpass filter that provides better voice grade service. "Bridged tap" refers to the situation where engineers have designed plant such that a cable pair (typically a number of pairs depending on the part of the network, feeder or distribution, in which the bridged tap occurs) appears in more than one location. One of the clearest illustrations of "bridged tap" occurs in subdivisions, where, for example, a 50-pair cable is run down Elm Street which has 30 houses on it. Assume that ten of the pairs are "bridged tapped" such that they may be used to serve houses along Elm Street as well as houses on the next street over, Oak Street, which has only five houses along it. A given pair thus appears at two different service locations, but is used at only one or the other service location at a particular time. This

is an example of "bridged tap." Engineering bridged tap into the network generally results in increased flexibility and efficiency due to the capability to more easily access a cable pair at multiple locations, depending on where the request for service materializes.

Clearly the removal of "load coils" and excessive "bridged tap" takes time. Moreover, it understandably takes more time to remove "load coils," for instance, from an underground loop than it does generally from an aerial loop. Indeed, in the case of underground loops, BellSouth has to expend additional effort in setting up the work site, protecting the work area, pumping and ventilating the manhole. A five-day interval for this work as proposed by Covad is clearly unreasonable. BellSouth has proposed to Covad a sliding scale of relevant time frames based on the way the loops are provisioned. BellSouth's position is reasonable and nondiscriminatory.

Issue 6: Where a due date for the provisioning of a facility is changed by BellSouth after a Firm Order Confirmation has been returned on an order, should BellSouth reimburse Covad for any costs incurred as a direct result of the rescheduling?

BellSouth's Position: Covad, when it places an order with BellSouth, presumably either has a customer that it wants to provide service to, or Covad has made a choice to order service accepting the risk that a customer

will not be available when BellSouth delivers the service. In these situations, when Covad changes the order that it has placed, it is appropriate that Covad compensate BellSouth for the costs that BellSouth has incurred on behalf of Covad and its customers.

On the other hand, when BellSouth returns an FOC to Covad, it is telling Covad that the order Covad has placed is correct as to form. The FOC is not a firm order "commitment," because BellSouth has not, at that point in the process, for instance, dispatched a technician to ensure that the facilities necessary to complete the order are all in place and working. What Covad is asking is that BellSouth financially guarantee that the order will be provisioned on the original due date given. In order to make such a guarantee, BellSouth would have to take additional steps in the ordering phase that it does not currently take. Indeed, what Covad requests appropriately occurs in the provisioning phase of the process, rather than in the ordering phase. To do what Covad requests would result in additional costs being incurred in the ordering phase, prior to the FOC being returned to Covad. Such additional costs are not reflected in the current cost studies and proposed rates that have been presented to the TRA in the various cost proceedings it has conducted. In short, if Covad wants financial guarantees that the due date will not be missed due to facilities problems, work force issues or even "Acts of God," then the rates Covad pays for the services it

wants will have to be adjusted to reflect BellSouth's assumption of those risks.

Issue 7: Should Covad be allowed to order non-designed ADSL, HDLS, UCL or IDSL-compatible loops and if so, what should the cost of those non-designed loops be?

BellSouth's Position: As an initial matter, Covad and other CLECs have historically ordered what are generically referred to as "designed" loops. A loop, as a practical matter, is just a length of copper or fiber, with the associated equipment and electronics. There are at least two reasons why CLECs have typically ordered designed loops. First, with the designed loop, the CLEC receives a Design Layout Record that records and displays the way the loop is composed and which tells BellSouth that the loop should not be moved to other facilities, as will be discussed in more detail below. Second, designed loops have test points that allow the loop to be tested remotely (without dispatching a technician) to ensure that the loop is working properly.

Having a designed loop, which tells BellSouth that the loop has to remain on the facilities it was originally placed on, is not an insignificant point. For instance, BellSouth offers non-designed loops called Service Level 1 ("SL1") loops. These loops are primarily used for providing voice-grade

service and can literally be placed on almost any kind of facility, that is, copper or fiber, without concern for disrupting service. As a result, when the need arises due to such occurrences as road moves, or upgrading the network, services provided over non-designed loops may be routinely moved to other facilities. That is, an SL1 loop that is serviced using a copper facility today may be provided over a fiber facility next week, and it does not make any difference to the customer being served. However, if the loop is being used to provide ADSL service and it is moved from copper to fiber, the service will not work; hence, the need for designed loops for these services.

Of course, the non-designed loops, such as the SL1 loops, are cheaper to provision than the designed loops, because there is less work required. What Covad wants is the lower price for the non-designed loop and the assurance that its service will not be moved from a loop that will support the service to a loop that will not.

In response to a request made by another CLEC, BellSouth is currently attempting to develop a non-designed loop offering that can be used for digital services. This loop offering would include a way to mark or otherwise designate the loop as having to remain on the facilities on which it was originally placed, without going through the design process. Such an offering, if it can be efficiently accomplished, should be less expensive than the designed loop and if successful, will be available to Covad just as to any other CLEC. In the interim, however, the only way for Covad to be assured

that its services will not be adversely affected by BellSouth's routine network changes is to order designed loops.

Issue 8: When Covad reports a trouble on a loop where, after BellSouth dispatches a technician to fix the trouble, no trouble is found, should Covad pay for BellSouth's cost of the dispatch and testing?

BellSouth's Position: Covad, under the agreement being arbitrated, will ultimately order various types of loops to serve its customers. Over time, no doubt, some of those customers will report problems with their service. Obviously such problems could be in BellSouth's network, in equipment furnished by Covad, or on the Covad customer's premises. When Covad causes BellSouth to dispatch a technician to test a loop that Covad has reported as having a problem, and no problem is found on BellSouth's facilities, it is only right and proper that Covad pay BellSouth's expenses incurred as a result of the unnecessary dispatch. Covad claims that repair and maintenance is covered in the recurring rates it pays and no additional charge should be made. What this ignores is that the recurring rate covers situations where repair and maintenance are required, not false alarms for which no provision is made in BellSouth's cost studies.

Issue 9: What intervals should be adopted for the provision of information regarding dark fiber by BellSouth to Covad?

BellSouth's Position: As with Issue 5, this is a performance measures issue and should be deferred to Docket No. 00-00392. BellSouth is required to provide this information in a nondiscriminatory manner, which it does.

BellSouth's practice is to provide a written confirmation to a requesting CLEC within 10 business days after receiving a service inquiry for a records-based answer and 20 business days after receiving a service inquiry that requires a field-based answer, telling the CLEC whether dark fiber is available or not. Covad wants to arbitrarily cut these times in half. BellSouth's proposed times are based on an evaluation of the effort required to accomplish the necessary tasks, considered in conjunction with accomplishing the tasks in the ordinary course of the work that BellSouth is required to do for itself and all other CLECs.

Further, BellSouth agrees to reserve the dark fiber for 45 days after sending the written confirmation. Covad wants 90 days, which again simply appears to be an arbitrary doubling of the time BellSouth believes to be appropriate.

With regard to the actual provisioning of the dark fiber, BellSouth will provide dark fiber to an ordering CLEC within 30 business days after receipt of an error-free local service request.

Issue 10 (a): Should Covad be required to pay for loop conditioning for loops less than 18,000 feet in length?

BellSouth's Position: In response to Issue 5(c), BellSouth discussed the "conditioning" of loops, that is, the removal of "load coils" and excessive "bridged tap" that would otherwise prevent a loop from being used to support the digital service Covad wants to provide. This issue involves those lines less than 18,000 feet in length, where Covad claims "load coils" and, evidently, excessive "bridged tap" should not have been used in the first place. Covad asserts that since, it believes, these impediments to digital service should not have been put on the lines in the first instance, Covad should not have to pay to remove them.

BellSouth obviously disagrees. At the time the load coils were placed on the loops or when the bridged tap was created, such activity was clearly appropriate, or BellSouth would not have incurred the cost, for instance, of putting load coils on a loop. Moreover, Covad has already made this express argument to the FCC, and the FCC has specifically rejected Covad's argument, saying "We agree that networks built today normally should not require voice-transmission enhancing devices on loops of 18,000 feet or shorter. Nevertheless, the devices are sometimes present on such loops, and the incumbent LEC may incur costs in removing them. Thus, under our rules,

the incumbent should be able to charge for conditioning such loops. (Footnotes omitted)" Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, 15 FCC Rcd 3696, 3784, para. 193 (1999). Therefore, it is appropriate that BellSouth charge for conditioning loops less than 18,000 feet in length.

Issue 10 (b): What should the rates be for conditioning a loop?

BellSouth's Position: The TRA already is conducting a generic proceeding regarding the pricing of unbundled network elements, see In re: Generic Docket to Establish UNE Prices for Line Sharing per FCC 99-355, and Riser Cable and Terminating Wire as Ordered in TRA Docket 98-00123, Docket No. 00-00544. In fact, the TRA already has established interim rates for loop conditioning for loops less than 18,000 feet in length. See In re: Order Adopting Interim Rates, Docket No. 00-00544, November 7, 2000. The rates that the TRA approves in that docket should be the rates adopted in this proceeding. Covad's suggestion that the TRA adopt the rates Covad proposed in the generic proceeding for loop conditioning, rather than the rates the TRA will establish based on its review of that case, is silly and should simply be ignored.

Issue 11: What rate, if any, should Covad pay when it places a manual local service request, if there is no electronic ordering interface available?

BellSouth's Position: It is clear from Paragraph 25 of Covad's Petition (see page 26) that this issue addresses xDSL loops. The TRA is considering rates for manual service orders for xDSL loops as wells as rates for electronic service orders for xDSL loops in Docket No. 97-01262 (see In re: Petition to Convene a Contested Case Proceeding to Establish Permanent Prices for Interconnection and Unbundled Network Elements) and Docket No. 00-00544. The TRA, therefore, should order the parties to comply with the rates established in those dockets.

BellSouth has provided electronic pre-ordering associated with xDSL type loops, and is beta-testing an electronic ordering function for xDSL type loops. The beta version of the electronic ordering function is scheduled to go into full production January 29, 2001. Therefore, this issue should be resolved by the introduction of these electronic pre-ordering and ordering capabilities.

Nevertheless, BellSouth incurs costs in providing services to Covad and to other CLECs in Tennessee. These costs have to be recovered, and should be recovered from the cost-causer, the entity placing the manual service order. These rates are based on the actual cost that BellSouth incurs and it should be allowed to charge Covad the approved rate for manual

service orders in Tennessee when Covad places a manual local service request.

Issue 12: Should Covad be required to pay for a local service request that it has submitted to BellSouth and then withdrawn, irrespective of the reason for the withdrawal?

BellSouth's Position: Once again, Covad is essentially raising a performance measures issue. Covad's position assumes that BellSouth should provision the network elements Covad orders in just a few days, which was discussed in connection with prior issues. Covad then assumes that if BellSouth cannot provision the requested network elements in the short period of time that Covad has requested, Covad should be allowed to withdraw its request for service, and BellSouth should either not charge Covad for the work done or, if Covad has already paid, should refund the payment, in essence pay a penalty. As BellSouth stated previously, all of these performance measure issues should be deferred to Docket No. 00-00392. Certainly no penalty like the one proposed by Covad should be imposed in this proceeding.

Covad's statement of the issue here suggests that it places an order, pays a service order charge, and then has to withdraw the order because BellSouth has been dilatory in filling the order, presumably resulting in the customer being lost. BellSouth, as it has repeatedly stated, is obligated to

provide Covad with nondiscriminatory access to unbundled network elements, not special treatment, as Covad seems to think. BellSouth incurs a cost in working a local service request. If Covad, for some reason of its own, withdraws the request before it is finished, it should be Covad's burden to pay whatever charges are appropriate to reimburse BellSouth for the work done on Covad's behalf.

Issue 13: What access should Covad or any CLEC have to BellSouth's loop make up information?

BellSouth's Position: In order to provide service to its customers, Covad needs to understand whether facilities are available that will allow the provision of the particular service Covad's customer wants. For instance, as mentioned before, ADSL service generally requires a loop of less than 18,000 feet in length that has no load coils or excessive amounts of bridged tap. BellSouth has provided several ways for Covad to gain access in a timely manner to the information necessary to make this determination.

Covad can use BellSouth's Loop Qualification System ("LQS"). Covad can simply enter a telephone number at the appropriate place and instantly learn whether the facilities providing service to a particular location will meet certain technical criteria and as such is qualified to support digital services based on BellSouth's technical parameters. This system does not provide

detailed information about the loop itself, however. To enable CLECs to obtain detailed loop information, BellSouth has implemented a process, which provides CLECs with electronic access to the loop make-up information contained in LFACS, a "database" that contains information about every loop that exists in the BellSouth system. While the LFACS database contains information about every loop, and contains detailed information about the majority of loops, there are some loops in LFACS for which additional information may be required. For those loops, Covad and other CLECs simply submit a manual service inquiry and BellSouth provides the requested loop make-up information manually.

Issue 14: When ordering an SL1 loop, should Covad be able to order and reserve a specific facility?

BellSouth's Position: This is a fairly straightforward issue. Covad has access to BellSouth's loop make-up records. In a particular instance, Covad might look at those records and discover that BellSouth has a 12,000-foot ADSL-compatible loop, composed of copper, with no load coils or bridged tap, available to serve a particular customer. Covad could order that loop to provide ADSL service, and BellSouth would reserve that facility for Covad, and then work the order so that Covad could provide ADSL service to its customer over that loop. In turn, Covad would pay for an ADSL loop.

Covad has, however, come up with a different scheme. Once Covad locates the copper loop that was just described, Covad wants to reserve the loop and order it as an SL1, or voice grade, loop. The difference, of course, is that the non-designed SL1 loop is cheaper than the designed ADSL loop. Covad's basic position is that it ought to be able to order any loop it wants as an SL1, and then do with it as it pleases.

As discussed under Issue 7, the problem is that if Covad orders the loop as an SL1 loop, then the loop is treated as a voice grade loop that can be provided over the copper loop that was originally used, or it can be provided over any other kind of facility. Suppose the copper loop ran along a road that was being widened, and as a part of relocating BellSouth's facilities, the BellSouth engineers determined that it was appropriate to move the SL1s in that location to a nearby fiber run. As an SL1 loop presumably providing voice grade service, the loop would continue to function perfectly. However, as an ADSL service loop, it would not work.

This is simply another attempt by Covad to find the cheapest way to provide service, which is understandable. However, what Covad wants, in addition to the cheap price of an SL1 loop, are the guarantees that go along with the higher priced xDSL loops. That just is not reasonable.

Issue 15: What should be the interval for installation in central offices of splitters necessary to implement line sharing?

BellSouth's Position: Line sharing can be defined as the situation where a particular line is used to simultaneously provide voice services and data services to a customer when the ILEC is providing the voice service. That is, line sharing results in BellSouth providing the voice services using the lower spectrum on the line and the data provider providing data services using the higher spectrum. To provide this service to CLECs, BellSouth buys Siecor splitters that come in units of 96 splitters that it then locates in the particular central office that is involved. BellSouth runs three cables from the Main Distribution Frame ("MDF") in the appropriate central office to the location of the splitters, which is usually in the common space used by the collocators in that central office. The three cables are used for voice, data and combined voice and data. When the CLEC identifies a loop it wants to share, the loop is attached to the splitter by cross connections, and two cross connections are then taken off each individual splitter, one for the voice service, which is run back to the MDF and one for the data service, which is run into the data provider's collocation space.

This specific issue involves the interval that is allowed for BellSouth to install the splitters. Again, as with all the other issues involving intervals, this is an issue that should be addressed in Docket No. 00-00392. The interesting thing about this issue, however, is that BellSouth is currently offering an interval of 42 days or six weeks to install splitters. That interval

was originally agreed to by Covad during the initial line sharing negotiations in Spring, 2000. Covad is now seeking to arbitrarily reduce the time to 30 days. BellSouth believes that the 42-day period that the parties originally agreed to is a more appropriate time interval, given that the splitters have to be ordered, received from the manufacturer, and then installed in the appropriate offices.

Issue 16: Where should the splitters be located in the central office?

BellSouth's Position: The TRA is considering prices for splitters in Docket No. 00-00544. The prices established in that docket clearly will be based on underlying assumptions regarding the location of the splitters in the central office. The TRA, therefore, should refer Issue No. 16 to Docket No. 00-00544 in order to avoid an inconsistency between the location of the splitters as established in this arbitration and the price of the splitters as established in the generic cost docket.

Without waiving the foregoing, BellSouth states that this issue involves the location of splitters in the central office. Covad wants the splitters located on the MDF in the central office, or within 25 feet of that frame. BellSouth believes that the splitters are more appropriately located in the common areas where the CLECs are collocated.

As a preliminary matter, Covad cannot dictate where splitters are located in BellSouth's central offices. See GTE Services Corp. v. FCC, 205 F.3d 416, 426 (D.C. Cir. 2000); Covad Communications Company Petition for Arbitration with Illinois Bell Telephone Company d/b/a/ Ameritech, 2000 Ill. PUC LEXIS 660, *31 (Ill. Commerce Comm'n Aug 17, 2000) Furthermore, BellSouth has a very good reason why the splitters should not be located on the MDF. Locating the splitters on the MDF is very inefficient due to the frame space that this approach requires. This architecture requires six blocks to serve 96 end user lines. By contrast, BellSouth's preferred rack-mounted architecture requires four frame mounted blocks to serve 96 end user lines. Thus, the rack-mounted architecture requires one third less space than mounting the splitter on the MDF, and is less likely to cause BellSouth to prematurely exhaust space on the MDF as would be the case if Covad's approach were adopted.

Furthermore, the CLECs should be indifferent about locating the splitter at a point some distance from the MDF frame. Although Covad claims that more cabling would result in more cost to Covad, CLECs are not charged by the cable foot for this cabling, but rather an average amount of cabling is included in the cost of the splitter. Similarly, Covad expresses concerns regarding service degradation, but that is simply a red herring. There would be minimal or no loss in signal for the amount of cabling that would be involved in locating the splitters in the common areas. Obviously,

loops that are used solely for data services and that do not go through the splitters are carried from the same MDF to the CLEC's collocation space and there has been no hue and cry over any diminution in service because of it.

Issue 17: Should Covad be permitted to purchase splitters in increments of one splitter at a time?

BellSouth's Position: For reasons similar to those set forth with regard to Issue 16, the TRA, should refer Issue No. 16 to Docket No. 00-00544.

Without waiving the foregoing, and as stated above in response to Issue 15, BellSouth purchases splitter racks that come in units of 96 splitters. After negotiations with the CLECs, BellSouth agreed, with the concurrence of the CLECs, including Covad, to sell the splitters themselves in groups of 24 splitters. That is, there would be four groups of 24 splitters per splitter rack. This seemed acceptable to the CLECs, if for no other reason than this was the minimum line capacity for some of the Digital Subscriber Line Access Multiplexers ("DSLAMs") that the CLECs intended to use. The other advantage of purchasing the splitters in distinct groups involved the CLECs' ability to test the loops attached to the splitters, without interfering with the loops that belonged to other CLECs. Specifically, BellSouth places what are called Bantam jacks on each splitter. The purpose of the Bantam jack is to allow a CLEC to plug in its test equipment and to test the loop from the splitter all the way back to the subscribers Network Interface Device (NID) (the gray box on the side of most residences, for instance). By selling the splitters in groups of 24, a CLEC would have all of

its splitters together, and although each splitter has its own Bantam jack, the CLEC would know that usually the customers on either side of the loop being tested belong to that same CLEC. For these reasons, it is still BellSouth's position that the splitters should be purchased by the CLECs in groups of 24.

Now Covad wants to buy these splitters one at a time. This presents several problems. First, that was not what Covad agreed to initially. Although BellSouth concurs that time and circumstances can result in changed positions, it is not clear why the passage of time or what new circumstances have caused Covad to have this sudden change of heart. Second, if BellSouth has to order a rack of 96 splitters, and Covad wants just one splitter, BellSouth has to "carry" the other 95 splitters until someone else comes along, if ever, to take the remainder of the splitters. Requiring the CLECs to order 24 splitters at a time shares this risk between BellSouth and the CLEC. Finally, if CLECs are allowed to buy one splitter at a time, that means that the splitters of the different CLECs will be intermingled, with the resulting problems that will occur when one CLEC accidentally puts its test set in its neighbor's Bantam jack, and cuts the other CLEC's customer off, which is what happens when the test set is inserted in the Bantam jack. There is no legitimate reason to allow Covad to order splitters one at a time.

Issue 18: What should the provisioning interval be for the line sharing unbundled network element?

BellSouth's Position: As with all of the other issues related to the appropriate provisioning intervals, this is a performance measurements issue

which should be referred to Docket No. 00-00392. BellSouth only owes Covad nondiscriminatory access to its unbundled network elements. It is not obligated to create special provisioning intervals for Covad, as Covad is requesting. The current provisioning intervals for Covad and the other CLECs in Tennessee are comparable to the provisioning for BellSouth's own ADSL service, which is all that can be required of BellSouth.

Issue 19: Where electronic access to operational support systems for line sharing is not available, should BellSouth be allowed to charge a manual service ordering charge?

BellSouth's Position: Electronic access to OSS for line sharing is available, and if the parties cannot agree to rates for such access, then rates will need to be addressed in this proceeding. Since electronic access is available, Covad should not have to place manual orders. If Covad does place manual orders, Covad ought to pay a manual service ordering charge.

Even if electronic ordering were not available for access to line sharing, BellSouth incurs costs in providing services to Covad and to other CLECs in Tennessee. These costs have to be recovered, and should be recovered from the cost-causer, the entity placing the manual service order. These rates are based on the actual cost that BellSouth incurs and it should be allowed to charge Covad the approved rate for manual service orders in Tennessee when Covad places a manual local service request.

Issue 20: Should BellSouth be required to certify the functionality of the splitters that it has in place as well as the splitters that it places in service in the future?

BellSouth's Position: BellSouth is currently performing tests on all new splitters to insure that they are working properly and is performing similar tests on installed splitters that are not currently in service. There is no point in testing splitters that are actually in service, since if they were not working, the customer would presumably have initiated a trouble report. Beyond that, BellSouth has now enhanced its Metallic Loop Test (MLT) to allow the CLECs to view the splitter signature, which enables the CLEC to determine whether the splitter has been installed and is working. Covad can take advantage of this new feature and check its splitters itself to insure that they are working properly.

Issue 21: Should BellSouth provide accurate service order completion notifications for line sharing orders?

BellSouth's Position: BellSouth agrees that it must provide accurate information to the CLECs when line sharing orders have been completed. To this end, BellSouth provides CLECs with a "line sharing COSMOS report" that provides the status of the CLEC's order. The status of the order in COSMOS has to be provided by a technician, which means that it provides as accurate a report as is possible as to when the central office wiring has

been completed. The CLEC simply has to check that report and it will be advised as to the current status of its order.

Issue 22: Should BellSouth test for data continuity as well as voice continuity both when provisioning and repairing line shared loops?

BellSouth's Position: BellSouth will test the continuity of the data wiring for Covad, which should resolve this issue.

Issue 23: Should Covad have access to all points on the line shared loop?

BellSouth's Position: This issue seems to stem from Covad's earlier position that splitters should be located on the MDF in the central office and that the failure to do so thereby creates problems that Covad wants addressed in this issue. Covad claims that since the splitter is located some distance from the MDF, Covad should have access to every point, presumably between the MDF and the splitter, to test the shared line. The reason for this isn't quite clear. BellSouth installs the splitters and the cabling between the splitters and the MDF. Each splitter has a Bantam jack for testing. Covad can test the loop at the splitter, and if there is a problem, it can then issue a trouble ticket to BellSouth, and BellSouth will resolve the trouble, assuming the trouble is actually on BellSouth's loop.

Covad's request for access to all test points suggests that Covad wants to test the loop between the MDF and the splitter, which would seem

useless unless Covad intended to fix any problems it discovers. Since BellSouth also has an interest in the voice portion of the loop, which would be equally affected by any problems between the MDF and the splitter, Covad should be limited to simply reporting any problem to BellSouth.

Issue 24: Are the rates proposed by BellSouth for unbundled loops and line sharing compliant with TELRIC pricing?

BellSouth's Position: BellSouth has an obligation to provide access to unbundled network elements at rates based on costs calculated in accordance with the rules of the FCC and the TRA. The TRA is reviewing BellSouth's cost methodology and cost calculations in Docket No. 97-01262 and Docket No. 00-00544. During these proceedings, BellSouth's costs for unbundled loops and line sharing were reviewed, and it is BellSouth's position that the rates resulting from those proceedings should apply here.

Issue 25: When Covad chooses to release collocated space that it has obtained from BellSouth, should it be required to remove all of its equipment from that space?

BellSouth's Position: Covad's statement of this issue assumes that there is limited space in a central office and that there is a waiting list of other CLECs who want to take over the space being vacated by Covad. Covad wants to have the opportunity to sell its equipment that it no longer needs to the CLEC that will be moving into the space Covad is vacating, which normally would

be of no concern to BellSouth. The problem stems from the fact that BellSouth believes that it is not allowed to reveal the identity of CLECs who are seeking space in specific central offices, since many CLECs consider that information to be proprietary business information, and these CLECs presumably do not wish to tell their competitors where they intend to do business. If the TRA will direct BellSouth to do so, BellSouth will provide Covad with the identity of the CLEC that is next on the waiting list for the space Covad is vacating, so that Covad can approach that CLEC for the purpose of attempting to sell the equipment that Covad no longer needs. There are two points that should be kept in mind, however. First, BellSouth has to provision space within a specified time for collocation. Any time lost as a result of negotiations between CLECs over equipment should not be counted against the time in which BellSouth has to provide collocation space. Second, BellSouth cannot be put in the position of becoming an equipment broker for Covad, which would be the result if BellSouth were placed in the middle of the kind of transaction that Covad wants to undertake. BellSouth will provide Covad with the name of the next CLEC in line, if the TRA directs it to do so, but BellSouth cannot be required to handle the transaction for Covad.

Issue 26: Who should designate the point of demarcation?

BellSouth's Position: Nothing in the 1996 Act or the FCC Rules allows a CLEC to choose the point of demarcation on the ILEC's network. BellSouth, therefore, has the authority to determine the demarcation point within its

central offices for CLECs choosing collocation as their method of interconnecting with BellSouth's network. This is meant to ensure that space is efficiently administered to the greatest benefit of BellSouth and all collocators. The District of Columbia Circuit Court of Appeals recently addressed the issue of which party (that is, the ILEC or the CLEC) has the right to designate where collocation occurs in the ILEC's premises, and the Court determined that to permit the CLEC to designate where collocation occurs in an ILEC's premises may amount to an unnecessary taking of an ILEC's premises. In re: United States Court of Appeals for the District of Columbia Circuit (Argued February 2, 2000, Decided March 17, 2000, No. 99-1176) GTE Service Corporation, et al., v. Federal Communications Corporation and United States of America Respondents. The right to designate the collocation site (that is, where within the BellSouth central office a given collocation arrangement will be located) and to designate where that collocation arrangement terminates falls squarely within BellSouth's responsibility and is essential if BellSouth is to control and manage the space within its central offices in the most efficient manner and to the benefit of all CLECs.

Issue 27: In the event that Covad contracts for collocation space in an office where there is a waiting list for space, but wishes to cancel its request for collocation before it has occupied the space, should Covad be allowed to

require the next CLEC on the waiting list to pay for any improvements that BellSouth has made to the space?

BellSouth's Position: Historically, the requesting collocator has been required to make a number of payments prior to and while the space was being built out. As a result, the first collocator in a space would have some investment in the space by the time the space was completed. This was appropriate because the collocator has contracted to pay for the development of the space. Covad wants to be relieved of its obligations to pay for the development of space where it chooses to abandon the space before Covad accepts the space. The difficulty with Covad's position is that the next collocator has no obligation at all to pay for what has already been contracted for by the first collocator. Moreover, if the first collocator is contractually obligated to pay for the space, it is not clear what authority would exist to require the second collocator, who would normally have no such obligation, to make a payment. What happens when a potential collocator deliberately delays going into a central office so that it can subsequently take advantage of space that is already built out? What Covad wants, in the situations where it has made an investment in the development of collocated space, is for the TRA to obligate the next collocator to pay for what Covad has contracted to pay for. While BellSouth appreciates Covad's position, better planning on Covad's part should alleviate instances of this occurring.

While BellSouth does not intend to minimize Covad's concerns, this problem may be alleviated by the fact that the industry is moving to

standardized prices in order to facilitate the provision of collocation space and to provide CLECs with up-front knowledge of collocation space preparation costs. Standardized pricing for space preparation entails some initial non-recurring payments followed by monthly recurring charges whereby the ILEC recovers the costs of space preparation over an extended period of time. Major benefits to the collocators of standardized pricing are the elimination of an up-front capital expenditure for space preparation and the ability to terminate occupancy without having incurred a large capital loss. Under standardized pricing, if Covad cancels its order for collocation space prior to space acceptance, BellSouth would only require Covad to pay the small non-recurring charges incurred up to that date, such as the firm order processing fee and cable records fees. If Covad terminates occupancy after space acceptance, the only space preparation charges it would be required to pay would be the recurring monthly charges incurred up to the date of termination. Since subsequent collocators will continue to pay for space as they use it, this should eliminate most of the situations where the first collocator has problems such as those implicit in Covad's statement of this issue.

Issue 28: When should charges for collocated space begin?

BellSouth's Position: This issue involves the question of when a collocator should begin to pay for the space that the collocator has requested that BellSouth provide. Covad, understandably, doesn't want to pay for space until it is fully functional. BellSouth on the other hand, doesn't want to build

out space and then have it sit empty because the CLEC isn't ready to begin providing service using that space. The resolution of this issue simply requires the striking of a reasonable balance between the competing interests of the parties. In this regard, it is BellSouth's position that once the requested collocation space is finished, the CLEC is responsible for paying for the space unless there is a defect in the space that materially affects the CLEC's use of the space.

Issue 29: Should BellSouth be required to provide power cabling from the BDFB to Covad's collocation space?

BellSouth's Position: BellSouth will provide Covad with the option of having BellSouth provide the requested power cabling, which should settle this issue.

Issue 30: What rates should Covad pay for collocation?

BellSouth's Position: The rates that Covad should pay for collocation must be derived in accordance with the TELRIC costing principles adopted by the FCC and by the TRA. Moreover, the TRA already is considering a number of collocation rates in Docket No. 97-01262 and Docket No. 00-00544. The results of those dockets should be applied here. For those elements

necessary for collocation that were not considered in the referenced dockets, BellSouth will propose cost-based rates that should be approved in this proceeding.

Issue 31: Should BellSouth resolve all loop "facilities" issues within thirty days of receiving a complete and correct local service request from Covad?

BellSouth's Position: As with the other issues involving provisioning of service, this is a performance measures issue and should be deferred to Docket No. 00-00392. BellSouth is only required to provide access to its unbundled network elements on a nondiscriminatory basis and it is doing that.

This issue deals which the situation where Covad wants to order service where BellSouth has no facilities to provide the service. In these circumstances, Covad is in the exact same situation that BellSouth is in. If there are no facilities that can be used to provide the services requested, then Covad, like BellSouth, will just have to wait until there are facilities available. It is completely and totally unreasonable to try to place an artificial time limit on when such facilities have to be placed in service, which is exactly what Covad wants to do.

Issue 32: Should BellSouth send Covad both a paper and a duplicate electronic bill and in either instance, when should the bill be due?

BellSouth's Position: BellSouth is perfectly willing to send Covad both a paper bill and an electronic bill. The bill will be due 30 days from the bill date, and the paper and electronic bills are generally rendered within 10 days of that bill date. Since Covad should receive the electronic bill almost instantaneously, the fact that the paper bill may follow by a few days, dependent on the vagaries of the US Postal Service, is irrelevant. Covad will have ample time from its receipt of the electronic bill to review and pay its bill. Covad's position that it should have 30 days after it receives the later of either the paper bill or the electronic bill is simply a device to delay paying its bills beyond the point when such bills are due.

Issue 33(a): Should Covad be required to pay amounts in dispute as well as late charges on such amounts?

BellSouth's Position: BellSouth agrees that Covad should not have to pay portions of bills that it legitimately disputes until the dispute is resolved. It should, however, pay any undisputed amounts. Moreover, once the dispute is resolved, Covad should clearly pay late charges on the portion of the disputed bill that it is finally determined that Covad owes. Otherwise Covad

is simply given the free use of money that should have been paid to BellSouth. Failing to require Covad to pay late charges on disputed amounts that were actually owed to BellSouth will simply encourage Covad and any other CLEC that might opt into Covad's agreement to contest their bills in order to delay payments to BellSouth.

Issue 33 (b): How long should parties endeavor to resolve billing discrepancies?

BellSouth's Position: Covad has proposed that the parties agree to endeavor to resolve billing disputes within 30 days. BellSouth agrees and this issue should be settled.

Issue 34: Should BellSouth's Network Management Center directly inform Covad's Network Management Center about all Abnormal Condition Reports that directly or indirectly affect the services or unbundled network elements purchased from BellSouth?

BellSouth's Position: BellSouth's Network Management Center will notify Covad's Network Management Center of network events occurring in BellSouth's switching network or interoffice facilities network where the problem could potentially impact service to Covad's local end users. These

conditions include, but are not limited to, facility failures, total switch failures, Common Channel Signaling System 7 (CCS7) network failures, mass calling events causing network congestion, network translations errors or process errors, or other end user-impacting events. BellSouth and Covad will have to work together to develop an operational understanding of how this notification will be accomplished, but BellSouth is willing to do that. This would not apply, of course, to blockage occurring at engineered levels.

Issue 35: Should BellSouth notify Covad's Network Management Center when BellSouth's Emergency Control Center is activated or placed on alert?

BellSouth's Position: BellSouth agrees to provide the requested information. BellSouth and Covad will have to work together to develop an operational understanding of how this notification will be accomplished, but BellSouth is willing to do that.

Issue 36: If an Abnormal Condition Report or disaster affects services or facilities provided to Covad, should BellSouth provide Covad documentation of that condition and perform a root cause analysis of that situation?

BellSouth's Position: As discussed in Issue 34 above, BellSouth's Network Management Center will notify Covad's Network Management Center of

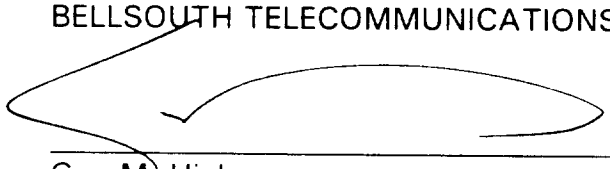
network events occurring in BellSouth's switching network or interoffice facilities network where BellSouth is aware that an event could impact the service to Covad's local end users. For network events that affect Covad, Covad may request and BellSouth will perform a root cause analysis and will provide the outcome of that analysis to Covad. BellSouth and Covad will have to work together to develop an operational understanding of how this will be accomplished, but BellSouth is willing to do that.

13. Any specific allegations contained in Covad's petition that BellSouth has not specifically admitted are hereby denied.

WHEREFORE, BellSouth respectfully requests that the TRA enter an order in favor of BellSouth on each of the issues set forth herein, and grant BellSouth such other relief as the TRA deems just and proper.

Respectfully submitted, this 16th day of January, 2001.

BELLSOUTH TELECOMMUNICATIONS, INC.



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AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
DIECA COMMUNICATIONS, INC. d/b/a
COVAD COMMUNICATIONS COMPANY

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad"), a Virginia corporation, and shall be deemed effective as of_____. This Agreement may refer to either BellSouth or DIECA or both as a "Party" or "Parties."

WITNESSETH

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, DIECA is or seeks to become a competitive local exchange carrier ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, DIECA wishes to purchase unbundled network elements and other services from BellSouth, resell BellSouth's telecommunications services, and/or the Parties wish to interconnect their facilities and exchange traffic pursuant to sections 251 and 252 of the Act.

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

1. Definitions

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

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

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

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

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

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

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

2. Purpose

This Agreement sets forth the terms and conditions under which DIECA will obtain services and unbundled network elements from BellSouth to provide telecommunications services to DIECA customers within the territory of BellSouth. BellSouth will provide DIECA with the functionalities of unbundled network elements so that DIECA can provide any telecommunications service that can be offered by means of the unbundled elements as described in Attachment 2.

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. This Agreement shall become effective on the date the last party executes the Agreement.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. 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 Subsequent Agreement 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. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic and BellSouth shall continue to provide DIECA unbundled network elements and services for resale pursuant to the terms and conditions of this Agreement, except as provided in 2.3.1 and 2.3.2.

2.3.1 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 no arbitration proceeding has been filed in accordance with Section 2.3 above, 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 DIECA pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to DIECA pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution.

2.3.2 Notwithstanding Section 2.3 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.2 above, and (2) DIECA either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

2.3.3 The Parties may negotiate changes in section 2 as necessary.

3. OSS

DIECA shall, where appropriate, pay charges for Operational Support Systems (OSS).

4. Parity

When DIECA 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. For resale purposes, BellSouth will provide DIECA with pre-ordering, ordering,

maintenance, and trouble reporting, and daily usage data functionality that will enable DIECA to provide equivalent levels of customer service to its customers and end users as BellSouth provides to its own customers and end users. When DIECA purchases unbundled network elements from BellSouth. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to DIECA shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of DIECA shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by DIECA.

5. White Pages Listings

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

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

5.2.1 Rates. So long as DIECA provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to DIECA one (1) primary White Pages listing per DIECA subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

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

5.3.1 Notwithstanding any provision(s) to the contrary, DIECA shall provide to BellSouth, and BellSouth shall accept, DIECA's Subscriber Listing Information (SLI) relating to DIECA's customers in the geographic area(s) covered by this Interconnection Agreement. DIECA authorizes BellSouth to release all such DIECA SLI provided to BellSouth by DIECA to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its

tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

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

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

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

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

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

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

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

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

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

6.1 BellSouth shall, upon request of DIECA, provide to DIECA access to its network elements at any technically feasible point for the provision of DIECA's telecommunications service where such access is necessary and failure to provide access would impair the ability of DIECA to provide services that it seeks to offer. Any request by DIECA 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 in Exhibit 1 hereto.

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

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

7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for DIECA, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to DIECA end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for DIECA end users for the same length of time it maintains such information for its own end users.

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

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

8. Liability and Indemnification

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

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

8.3 Limitation of Liability

8.3.1 **BELLSOUTH PROPOSED LANGUAGE**

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

DIECA'S PROPOSED LANGUAGE

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

limitations of liability that such other Party included in its own tariffs at the time of such loss.

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

8.3.4 Neither Party shall be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data, unless such loss results from gross negligence or intentional misconduct. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

8.4 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

8.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

9. Intellectual Property Rights and Indemnification

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. DIECA is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. Notwithstanding the foregoing, DIECA may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement.

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

9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.

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

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

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

9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

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

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

10. Proprietary and Confidential Information

Proprietary and Confidential Information. It may be necessary for BellSouth and DIECA, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and, proprietary notice . Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such oral or visual disclosure.

10.1.1 BELLSOUTH PROPOSED LANGUAGE

DIECA'S PROPOSED LANGUAGE

Under no circumstances shall any Bellsouth employee associated with the provisioning of any retail xDSL service by BellSouth or its subsidiaries and affiliates be provided with any information whatsoever provided to BellSouth by DIECA in connection with BellSouth performance under this agreement including, but not limited to, confidential information such as technical, financial, marketing, staffing, business plans and information, strategic information, proposals, request for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, or call detail records. In the event that DIECA learns that any such information has been supplied to an employee associated with BellSouth retail offerings, BellSouth and DIECA shall begin an immediate investigation to determine how such information was obtained by BellSouth's retail employees. BellSouth shall make such employees as are necessary for such investigation available to DIECA.

10.2 Use and Protection of Information. Recipient shall use the Information solely for the purpose(s) of performing its obligations under this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents.

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

10.4 Exceptions. Discloser's Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without

an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

10.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section 10 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, may be entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Section 10. Such remedy is not the exclusive remedy for any breach or threatened breach of this Section 10, but is in addition to all other rights and remedies available at law or in equity.

10.6 Survival of Confidentiality Obligations. The parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof and, provided further, if the assignee is an assignee of DIECA, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

12. Resolution of Disputes

BELLSOUTH PROPOSED LANGUAGE

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

DIECA'S PROPOSED LANGUAGE

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. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

13. Taxes

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

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

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

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

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

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

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

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

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

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

13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee; provided, however, that this provision shall not apply to any interest, penalties, or other charges or payable expenses (including reasonable attorney fees) attributable to the providing Party's failure to timely remit any taxes or fees collected from the purchasing Party.

13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days

prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

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

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

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

13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

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

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

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

13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a

taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

13.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

14. Force Majeure

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

14.2 **DIECA'S PROPOSED LANGUAGE** - Cooperation and Strike Planning

14.2.1 BellSouth and DIECA should begin contingency planning activities no more than 60 days prior to the expiration of a contract. Planning should include methodology to be employed to track potential missed orders as well as new orders that come in during a work stoppage.

14.2..2 BellSouth must designate single point of contact (SPOC) for notification in the event of a work stoppage. This SPOC should provide all "official" company notifications leading up to the work stoppage and proactively provide updates as to negotiation progress. DIECA to be notified within 3 hours of the declaration of a work stoppage.

14.2.3 BellSouth must clearly define what labor unions represent employees. Specific geographies, type of employees (technicians, service representatives, etc.) as well. All contract expiration dates (day, month, time of day) must be provided to DIECA.

14.2.4 BellSouth to provide detailed strike recovery plan within 3 business days following the conclusion of a work stoppage. Plan should include: total number of orders missed during work stoppage, total number of new orders received during the work stoppage, planned completion date of recovery, format and time frames for interim status updates of recovery effort.

14.2.5 BellSouth should identify single point of contact in the operations area for DIECA to deal with on recovery related benchmarks and issues.

14.2.6 BellSouth needs to clearly define what the business rules will be in the event of a work stoppage and the time frames around which they apply. For example, if the BellSouth position is to only work maintenance issues initially: after how many days will provisioning be resumed. Once work stoppage concludes, DIECA and BellSouth orders must be worked in a non discriminatory fashion.

14.2.7 BellSouth and DIECA shall agree on a mechanism to escalate extremely sensitive installations that may be affected by a work stoppage so that they can be worked. Such request would be at the discretion of the BellSouth Account Team Vice President or the Regional Operations Vice President.

15. Adoption of Agreements

BELLSOUTH'S PROPOSED LANGUAGE

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

DIECA'S PROPOSED LANGUAGE

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to DIECA any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252 ~~provided a minimum of six months remains on the term of such~~

~~Agreement~~. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to ~~or were negotiated in exchange for or in conjunction with~~ the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted. Such adoption shall be effective upon DIECA's written notice to BellSouth that it is exercising its rights to adoption another CLECs agreement pursuant to 47 U.S.C. § 252.

16. Modification of Agreement

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

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

16.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of DIECA or BellSouth to perform any material terms of this Agreement, DIECA or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

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

17. Non-waiver of Legal Rights

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

18. Severability

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

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 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 of Georgia, without regard to its conflict of laws principles.

21. Notices

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

BellSouth Telecommunications, Inc.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

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

Dhruv Khanna
Executive Vice President and General Counsel
Covad Communications Company
4250 Burton Drive
Santa Clara, CA 95054

and

Catherine F. Boone
Regional Counsel
Covad Communications Company
10 Glenlake Parkway, Suite 650
Atlanta, GA 30328

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

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

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

22. Headings of No Force or Effect

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

23. Multiple Counterparts

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

24. Implementation of Agreement

If DIECA is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may 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 which may be used for the implementation schedule is contained in Attachment 10 of this Agreement.

25. Filing of Agreement

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

25.2 For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by DIECA prior to execution of the Agreement. The CLEC Louisiana Certification Number for DIECA is **TSP 00340**.

26. Compliance with Applicable Law

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

27. Necessary Approvals

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

28. Good Faith Performance

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

agreement.

29. Nonexclusive Dealings

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

30. Survival

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

31. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Neither Party shall be bound by any condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

This Agreement may include the following attachments:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by DIECA. DIECA may elect to purchase said services by written request to its Account Manager if applicable.

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)

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

BellSouth Telecommunications, Inc.	**DIECA Communications, Inc. d/b/a Covad Communications Company**
Signature	Signature
Christine Boltz	Dhruv Khanna
Name	Name
Managing Director	Executive Vice President and General Counsel
Title	Title
Date	Date

Attachment 1

Resale

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RESALE

1. Discount Rates

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

2. Definition of Terms

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

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

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

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

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

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

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

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

3. General Provisions

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

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

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

3.3.1 **BST PROPOSED LANGUAGE**

DIECA must resell services to other end users.

DIECA'S PROPOSED LANGUAGE

~~DIECA must resell services to other end users.~~

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

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

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

3.5 DIECA 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 DIECA for said services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.18.2 Cause damage to BellSouth's plant;

3.18.3 Impair the privacy of any communications; or

3.18.4 Create hazards to any BellSouth employees or the public.

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

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

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

3.22 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, DIECA shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth DIECA shall provide paper copies of customer record information within a reasonable period of time by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The

Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that DIECA and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

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

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

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

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

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

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

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

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

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

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

4. BellSouth's Provision of Services to DIECA

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

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

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

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

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

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

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

5. Maintenance of Services

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

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

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

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

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

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

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

5.9 BellSouth reserves the right to contact DIECA's end users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

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

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

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

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

6.5 DIECA 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 DIECA to BellSouth or will accept a request from another CLEC for conversion of the end user's service from DIECA to the other LEC. BellSouth will notify DIECA that such a request has been processed.

6.6 If BellSouth determines that an unauthorized change in local service to DIECA has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess DIECA 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 DIECA. These charges can be adjusted if DIECA provides satisfactory proof of authorization.

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

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

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

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

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

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

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

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

7. Payment And Billing Arrangements

7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for DIECA. DIECA is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

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

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

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

7.5 BellSouth will bill DIECA 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 DIECA, and DIECA will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.

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

7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday

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

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

7.6.3 Billing Disputes

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

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

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

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

7.7 Upon proof of tax exempt certification from DIECA, the total amount billed to DIECA will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. DIECA will be solely responsible for the

computation, tracking, reporting, and payment of taxes applicable to DIECA's end user.

7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff. DIECA will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.

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

7.10 BellSouth will not perform billing and collection services for DIECA 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.

7.11 In general, BellSouth will not become involved in disputes between DIECA and DIECA's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, DIECA 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 DIECA to resolve the matter in as timely a manner as possible. DIECA may be required to submit documentation to substantiate the claim.

8. Discontinuance of Service

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

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

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

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

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

8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise DIECA 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 DIECA and/or the end user against any claim, loss or damage arising from providing this information to DIECA. It is the responsibility of DIECA to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

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

8.2 The procedures for discontinuing service to DIECA 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 DIECA of the rules and regulations of BellSouth's Tariffs.

8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to DIECA, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by DIECA to receive notices of noncompliance, and discontinue the provision of existing services to DIECA 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 DIECA's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to DIECA without further notice.

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

10. RAO Hosting

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

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

11. Optional Daily Usage File (ODUF)

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

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

12. Enhanced Optional Daily Usage File (EODUF)

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

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

EXHIBIT A

APPLICABLE DISCOUNTS

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

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

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

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

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

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

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

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

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

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

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

Denial/Restoral OSS Charge

In the event DIECA 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

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

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

Threshold Billing Plan

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

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

The threshold plan will be discontinued in 2002.

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

Exclusions and Limitations
On Services Available for Resale

	Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
8	AdWatch℠ Svc (See Note 6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	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	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	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	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes

Exclusions and Limitations
On Services Available for Resale

Applicable Notes:

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

LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

I. SCOPE

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

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

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify DIECA of fraud alerts so that DIECA may take action it deems appropriate. DIECA understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by DIECA pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to DIECA 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.

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

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

(d) BellSouth shall not become involved in any disputes between DIECA and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to DIECA. It shall be the responsibility of DIECA 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. DIECA will not be charged a fee for storage services provided by BellSouth to DIECA, 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 DIECA. DIECA shall have the right to have BellSouth contest with the imposing jurisdiction, at DIECA's expense, any such taxes that DIECA deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this

Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

I. GENERAL

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

II. DEFINITIONS

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

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

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

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

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

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

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

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

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

III. RESPONSIBILITIES OF PARTIES

A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The DIECA 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 DIECA. BellSouth will not issue line-based calling cards in the name of DIECA's individual end users. In the event that DIECA wants to include calling card numbers assigned by the DIECA in the BellSouth LIDB, a separate agreement is required.

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

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

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

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

RAO Hosting

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

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

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

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

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

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

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

8. All data received from DIECA that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

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

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

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

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

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

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

15. Should an error be detected by the EMI format edits performed by BellSouth on data received from DIECA, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify DIECA of the error condition. DIECA will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, DIECA will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

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

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

18. RAO Compensation

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

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

18.3 Data circuits (private line or dial-up) will be required between BellSouth and DIECA for the purpose of data transmission. Where a dedicated line is required, DIECA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DIECA 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 DIECA. Additionally, all message toll charges associated with the use of the dial circuit by DIECA will be the responsibility of DIECA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

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

19. Intercompany Settlements Messages

19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by DIECA as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between DIECA and the involved company(ies), unless that company is participating in NICS.

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

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

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

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

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

19.7 BellSouth will collect the revenue earned by DIECA within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of DIECA. BellSouth will remit the revenue billed by DIECA within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to DIECA via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

Optional Daily Usage File

1. Upon written request from DIECA, BellSouth will provide the Optional Daily Usage File (ODUF) service to DIECA pursuant to the terms and conditions set forth in this section.

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

3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a DIECA customer.

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

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

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

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

6.1 Usage To Be Transmitted

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

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

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

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

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

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

6.2 Physical File Characteristics

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

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and DIECA for the purpose of data transmission. Where a dedicated line is required, DIECA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DIECA 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 DIECA. Additionally, all message toll charges associated with the use of the dial circuit by DIECA will be the responsibility of DIECA. 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 DIECA end for the purpose of data transmission will be the responsibility of DIECA.

6.3 Packing Specifications

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 DIECA 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. DIECA will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to DIECA by BellSouth.

6.5 Control Data

DIECA will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate DIECA 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 DIECA for reasons stated in the above section.

6.6 Testing

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

Enhanced Optional Daily Usage File

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

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

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

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

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

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

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

7.1 Usage To Be Transmitted

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

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

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

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

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

7.2 Physical File Characteristics

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

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and DIECA for the purpose of data transmission. Where a dedicated line is required, DIECA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DIECA 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 DIECA. Additionally, all message toll charges associated with the use of the dial circuit by DIECA will be the responsibility of DIECA. 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 DIECA's end for the purpose of data transmission will be the responsibility of DIECA.

7.3 Packing Specifications

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

7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DIECA which BellSouth RAO that is sending the message. BellSouth and DIECA will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by DIECA and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

BELLSOUTH/DIECA RATES
ODUF/EDOUF/CMDS

DESCRIPTION	USOC	RATES BY STATE AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EODUF/CMDS										
ODUF: Recording, per message	N/A	$0.0002	$0.008	$0.008	$0.0008611	$0.00019	$0.0001179	$0.008	$0.0002862	$0.008
ODUF: Message Processing, per message	N/A	$0.0033	$0.004	$0.004	$0.0032357	$0.0024	$0.0032089	$0.004	$0.0032344	$0.004
EODUF: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
CMDS: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	$55.19	$54.95	$54.95	$55.68	$47.30	$54.62	$54.95	$54.72	$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.00004	$0.001	$0.001	$0.0000365	$0.00003	$0.0000354	$0.001	$0.0000357	$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001
* Volume and term arrangements are also available										

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 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1. This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to DIECA in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit D of this Agreement.

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

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

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

1.3. BellSouth shall, upon request of DIECA, and to the extent technically feasible, provide to DIECA access to its network elements for the provision of DIECA's telecommunications service. 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.

1.4. DIECA may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner DIECA chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by DIECA for combining to the designated DIECA collocation space. The network elements shall be provided as set forth in this Attachment.

1.5. BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 unless BellSouth's actual performance or applicable industry

standards are greater than such technical reference, in which event BellSouth shall provide UNE's at such greater level. In the event the applicable industry standard exceeds the BellSouth technical reference, BellSouth shall provide UNE's consistent with the Industry Standard within ninety (90) days of notice from DIECA that the industry standard exceeds the BellSouth technical reference.

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

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

1.7.1 Acceptance Testing and Cooperative Testing

1.7.2 Cooperative Acceptance Testing is acknowledged by both BellSouth and DIECA to assist in the timely and efficient provisioning of functioning loops. If both parties agree in writing that this testing is no longer necessary, it can be suspended at any time.

1.7.3 BellSouth will dispatch a technician to provide normal acceptance testing where BellSouth determines a dispatch is required to provision the loop. Normal acceptance testing includes: Placing a short on the tip and ring conductors, listening for tone, and placing a ground on tip and ring. BellSouth will call DIECA with the technician on the line to perform the above mentioned tests and DIECA will within 15 minutes begin testing with the technician. The BellSouth technician will test with DIECA for a period not to exceed 15 minutes. Testing not considered to be normal acceptance testing as outlined above may be performed by BellSouth, if requested by DIECA. BellSouth will charge and DIECA will pay for additional acceptance testing, by paying additional acceptance charges as outlined in FCC No. 1 Tariff. BellSouth shall deliver loops which perform according to the characteristics of TR73600 for the particular loop ordered.

1.7.4 Where a technician is dispatched to provision a loop, the BellSouth technician shall tag a circuit for identification purposes. Where a technician is not dispatched by

BellSouth, BellSouth will provide sufficient information to DIECA to enable DIECA to locate the circuit being provisioned.

1.7.5 Upon delivery of the loop BellSouth will contact CLEC via a toll free number to provide notification of the completion of the loop and where required, provide acceptance testing as provided for in this agreement.

1.7.6 If DIECA is not available to perform acceptance testing within 15 minutes of the time of loop turn up by BellSouth then CLEC may request and BellSouth, if mutually agreed to, will require the BellSouth technician to standby. CLEC would then be required to pay standby charges as provided for in FCC No. 1 Tariff.

1.7.7 If BellSouth is unable to contact a DIECA employee to perform acceptance testing at the time of loop turn up (placed on hold for more than 15 minutes, reaches voice mail or other recording, no answer or repeated busy conditions), BellSouth will test the loop to ensure the loop is provisioned according to requirements of TR73600 for the type of loop requested by CLEC. BellSouth will complete the local service request without obtaining acceptance from DIECA and will have no further obligation to perform normal acceptance testing of the provisioned loop. On any such orders where BellSouth completes the local service request without obtaining acceptance from DIECA, BellSouth must provide the reason for which it was unable to contact DIECA.

If at any time DIECA feels that the process described in this paragraph is not being appropriately executed by BellSouth, DIECA may escalate to the appropriate BellSouth Manager for immediate resolution. Such resolution shall include but not be limited to: an immediate review of the processes described above by BellSouth personnel, joint meetings of the parties to mutually resolve issues and any other such action which both parties agree may need to be implemented to correct the process failure.

1.7.8 If the Acceptance Test fails loop Continuity Test parameters, as defined by TR73600 for the loop being provisioned, the BellSouth technician will take any or all reasonable steps, if possible, to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, BellSouth will re-contact the CLEC representative to repeat the Acceptance Test.

1.7.9 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to

additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards.

1.7.10 BellSouth will not bill for loop repairs when the repair resulted from a BellSouth problem.

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

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

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

2.1 Unbundled Loops

2.1.1 Definition

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

2.1.3 The provisioning of service to a CLEC collocation space 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. These cross-connects are a separate component, that are not considered a part of the loop, and thus have a separate charge.

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

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

2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which DIECA 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. DIECA may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If DIECA specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

2.1.7 **DISAGREE**

BELLSOUTH PROPOSED LANGUAGE

Where facilities are available, BellSouth will install loops according to the BellSouth Interval Guide.~~within a 5-7 business days interval~~. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by DIECA, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5.1.1, will apply. If DIECA cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4.

DIECA'S PROPOSED LANGUAGE

BellSouth will install loops within a 3 business days interval. For orders of 14 or more loops at the same address, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. For expedite requests by DIECA, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5.1.1, will apply.

2.1.8 If a DIECA order for a local loop is cancelled or modified by DIECA or a DIECA end-user, and the cancellation or modification is not caused by BellSouth, DIECA will compensate BellSouth costs incurred by BellSouth for provisioning or accommodating the modification of the local loop, unless such costs are already being recovered through approved rates. DIECA may charge BellSouth order modification or cancellation charges using the same rates and conditions as BellSouth utilizes for

assessing such charges to DIECA, if the modification or cancellation is caused by BellSouth.

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

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

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

2.1.12 **DISAGREE**

BELLSOUTH'S PROPOSED LANGUAGE

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).

DIECA'S PROPOSED LANGUAGE

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

2.1.14 **OPEN**

BELLSOUTH'S PROPOSED LANGUAGE

DIECA will be responsible for testing and isolating troubles on the loops. Once DIECA has isolated a trouble to the BellSouth provided loop, DIECA will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

DIECA'S PROPOSED LANGUAGE

2.1.15 If DIECA reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge DIECA for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. (Didn't Darrell give some new language on this re: what kind of testing is being done).Are you referring to the language in paragraph 1.7.3?

2.1.16 ~~If CLEC-1 reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge CLEC-1 for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status. (BellSouth and Covad agree.)~~(Open – issue, charging for dispatching and testing where no trouble was identified.)

2.1.17 xDSL Capable Loops

BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). Specifically, BellSouth shall make available the following:

If BellSouth plans to change the technical specifications of any of its loops, BellSouth shall provide DIECA with 90 days advance notice of such change.

2.1.17.1 **DISAGREE**

BELLSOUTH'S PROPOSED LANGUAGE

ADSL: Asymmetrical Digital Subscriber Line (ADSL) Capable Loop: These copper loops are provisioned according to the Revised Resistance Design (RRD) industry standards which means they may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap which is inclusive of the loop length. ~~BellSouth will deliver an ADSL loop in three business days, or five business days if conditioning is required.~~

DIECA'S PROPOSED LANGUAGE

DIECA disagrees with intervals.

2.1.17.2 HDSL: High Big Rate Digital Subscriber Line (HDSL) Capable Loop: These copper loops are provisioned according to the Industry Standard Carrier Service Area ("CSA") guidelines. It will be 12,000 feet or less on 24 gauge wire and 9,000 feet or less on 26 gauge wire, inclusive of up to 2,500 feet of bridged tap (with no one bridged tap exceeding 2000 feet). The technical specifications for xDSL loops are found in BellSouth 73600~~, the version in effect on the date of execution of this agreement~~.

2.1.17.3 xDSL: Subscriber Line ("DSL") technologies. The "x" in xDSL is a placeholder for the various types of digital subscriber line services. A loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a BellSouth central office and the loop demarcation point at the customer premises.

OPEN (COVAD TO PROVIDE UPDATED LANGUAGE)

An xDSL loop is a plain twisted pair of cooper loop of unlimited length without intervening devices, such as load coils, repeaters (unless so requested by the requesting carrier), or digital access main lines ("DAMLs"), and which may contain minimal bridge tap~~ of up to 2,500 feet total (all bridge taps) and up to 2,000 feet for a single bridge tap~~. A cooper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance.

2.1.17.4 UCL/short: an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. DIECA may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of DIECA's choosing. DIECA will determine the type of service that will be provided over the loop. Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

2.1.17.5 UCL/long: Unbundled Copper Loop/long (UCL/long). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). A long UCL (18 kft or more) will be provisioned with a maximum 2800 ohms resistence. The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. DIECA may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of DIECA's choosing. DIECA will determine the type of service that will be provided over the loop. Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

2.1.17.6 When attempting to provide cooper-based loops, BellSouth will attempt to use any available copper facility that serves the end users address. This includes performing Line and Station Transfers (LSTs) to free up copper facilities that may be currently in use but could be provisioned using a different spare media that will support the service currently in use.

2.1.17.7 ISDN/IDSL/UDC:

2.1.17.7.1 Due to technical limitations associated with certain DLC systems, certain ports on Digital Loop Carrier ("DLC") systems do not support ISDN Digital Subscriber Lines (IDSL).

2.1.17.7.2 BellSouth will offer the IDSL-Compatible Loop, known internally at BellSouth as the Universal Digital Channel (UDC), as a part of its Unbundled Digital Loop offerings as an xDSL capable loop. The IDSL-Compatible loop is compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. The technical specifications which govern this loop are those set forth in BellSouth's TR73600, which is in effect on the date of execution of this agreement.

2.1.17.7.3 Like the ISDN-capable loop, the IDSL-Compatible loop may be provisioned on copper or through a DLC system. When IDSL-Compatible loops are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.

2.1.17.7.4 DISAGREE~~OPEN~~

BELLSOUTH'S PROPOSED LANGUAGE

BellSouth cannot agree to the language proposed by DIECA.

DIECA's PROPOSED LANGUAGE

Certain types of DLC systems employed by BellSouth, such as some Integrated DLC systems, cannot support IDSL. In those instances, BellSouth will provide Covad with copper work around that IDLC system, such that BellSouth provides Covad will all copper loop to serve the customer served by the IDLC system. These copper work arounds shall be provisioned to Covad in ten (10) business days.

2.1.17.7.5 DISAGREE

BELLSOUTH'S PROPOSED LANGUAGE

The UDC shall be provisioned by BellSouth in compliance with BellSouth's Interval Guide.

DIECA'S PROPOSED LANGUAGE

The UDC shall be provisioned by BellSouth in seven days from the date the Local Service Request is submitted.

2.1.17.7.6 The rates for the IDSL-Compatible shall be the same as the rates for ISDN loops, subject to true-up when and if BellSouth's proposed rates for the IDSL-Compatible are approved and accepted by a state commission.

2.1.17.7.7 Covad shall exclusively order the UDC for its IDSL service.

2.1.17.8 Technical Requirements

2.1.17.8.1 In cases in which DIECA has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. In those cases where DIECA has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be maintained as a UCL. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring. DIECA acknowledges that

loop modification may alter the technical parameters of the loop it orders and accepts the risk of such alteration.

2.2 Loop Conditioning/Loop Modification

2.2.1 **DISAGREE**

BELLSOUTH'S PROPOSED LANGUAGE

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

BST Proposed Intervals: Remove 1 to 3 Load Coils and/or Bridge taps

Aerial plant – 10 business days
Underground plant – 15 business days
Buried plant – 30 business days
>3 = negotiated

DIECA'S PROPOSED LANGUAGE

Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by DIECA, whether or not BellSouth offers advanced services to the End User on that loop. BellSouth shall deliver a conditioned loop within 5 business days.

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

2.2.3 DISAGREE

BELLSOUTH'S PROPOSED LANGUAGE

BellSouth shall recover the cost of line conditioning requested by DIECA 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).

DIECA'S PROPOSED LANGUAGE

BellSouth will not charge Covad for Loop Modification (including removal of bridged tap, load coils, DAMLs, range extenders, or other devices that impede xDSL service) on loops that are below 18,000 feet.

On loops over 18,000 feet, Covad will pay the following rates for loop modification:

	Nonrecurring 1st	Nonrecurring Additional
Removal of Repeater	$16.25	$13.42
Removal of Bridged Tap and Repeater	$37.89	$32.23
Removal of Bridged Tap	$24.46	$18.81
Removal of Bridged Tap and Load Coil	$59.35	$53.72
Removal of Load Coil	$40.55	$34.89
Removal of Repeater and Load Coil	$53.99	$48.34

When BellSouth reuses a DIECA loop on which DIECA has paid conditioning charges to enable the loop to support DSL services, BellSouth shall reimburse DIECA the full amount of such conditioning charges.

2.2.4 The unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of equipment on loops less than 18kft, 2) removal of equipment of loops longer than (18kft), 3) removal of bridged-taps on loops of any length.

2.3 Integrated Digital Loop Carriers

2.3.1 In the event that BellSouth has chosen to deploy, Integrated Digital Loop Carrier (IDLC) systems to provide the local loop that do no permit unbundling of that local loop BellSouth will provide a suitable alternative facility (such as a contiguous local copper loop which is in existence at that location and which is not currently being utilized by BellSouth or any other customer) without additional cost. 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.

2.4 Network Interface Device

2.4.1 Definition

The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the point of demarcation at the end users premises. The NID features two independent chambers

or divisions that separate the service provider's network from the End User's on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

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

2.4.3 Access to Network Interface Device (NID)

2.4.3.1. Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), DIECA may access the on-premises wiring by any of the following means: BellSouth shall allow DIECA to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. It is the responsibility of DIECA to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID.

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

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

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

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

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

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

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

2.4.4 Technical Requirements

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

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

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

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

2.4.5 Interface Requirements

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

2.5 Unbundled Loop Concentration (ULC) System

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

2.5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and may connect to DIECA at DIECA's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would

require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.6 Sub-loop Elements

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

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

2.6.2.1 Unbundled Sub-Loop Distribution;

2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

2.6.2.3 Unbundled Network Terminating Wire; and

2.6.2.4 Unbundled Sub-Loop Feeder.

2.6.3 Unbundled Sub-Loop (distribution facilities)

2.6.3.1 Definition

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

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

2.6.3.4 BellSouth will also provide sub-loop interconnection to the intrabuilding network cable (INC) (riser cable). INC is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property

not separated by a public street or road). USL-INC (riser cable) will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.

2.6.4. Requirements for Unbundled Sub-Loop Distribution Facilities

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

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

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

2.6.4.4 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC

requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.

2.6.5 Interface Requirements

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

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

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

2.6.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of DIECA's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of DIECA's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

2.6.6.3 In these scenarios DIECA 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 DIECA's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

2.6.7 Unbundled Network Terminating Wire (UNTW)

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

2.6.7.2 Definition

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

2.6.7.3 Requirements

2.6.7.3.1 BellSouth will offer spare pairs that are available to an end user's premises to DIECA. 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 DIECA'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 DIECA. If after BellSouth has relinquished the first pair to DIECA and the end user decides to change local service providers to BellSouth, DIECA will relinquish the first pair back to BellSouth.

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

2.6.7.3.3 If an end user of DIECA 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 DIECA agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.

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

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

2.6.8 Technical Requirements

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

deliver a cable to this SPOI. DIECA will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

2.7 Dark Fiber

2.7.1 Defintion

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

2.7.2 Requirements

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

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

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

2.7.2.4 **DISAGREE**

BELLSOUTH'S PROPOSED LANGUAGE

BellSouth shall use its best efforts to provide to DIECA 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 DIECA ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for DIECA's use and may not allow any other party to use such media, including BellSouth.

DIECA'S PROPOSED LANGUAGE

BellSouth shall provide to DIECA information regarding the location, availability and performance of Dark Fiber within five (5) business days for a records based answer

and ten (10) business days for a field based answer, after receiving a request from DIECA ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to ninety (90) business days after Confirmation, BellSouth shall hold such requested Dark Fiber for DIECA's use and may not allow any other party to use such media, including BellSouth.

2.7.2.5 **DISAGREE**

BELLSOUTH'S PROPOSED LANGUAGE

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

DIECA'S PROPOSED LANGUAGE

BellSouth shall make Dark Fiber available to DIECA within twenty (20) business days after it receives written confirmation from DIECA that the Dark Fiber previously deemed available by BellSouth is wanted for use by DIECA. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable DIECA to connect or splice DIECA provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

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

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

2.8 DISAGREE

BELLSOUTH PROPOSED LANGUAGE

Rates

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

DIECA'S PROPOSED LANGUAGE

Covad disagrees with rates.

2.9 Operational Support Systems (OSS)

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

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

2.9.1 **BELLSOUTH'S PROPOSED LANGUAGE**

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

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

DIECA'S PROPOSED LANGUAGE

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

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

OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$.10 SOMEC	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element*	$00.00 SOMAN

*Until 90 days after the xDSL ordering EDI interface is commercially available, BellSouth will permit DIECA to place orders manually without charging DIECA the manual service order fee.

2.9.2 Denial/Restoral OSS Charge

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

2.9.3 **DISAGREE**

BELLSOUTH'S PROPOSED LANGUAGE

Cancellation OSS Charge

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

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

DIECA'S PROPOSED LANGUAGE

DIECA will incur an OSS charge for an accepted LSR that is later canceled by DIECA, except when BellSouth does not deliver the loop in less than five (5) business days.

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

2.9.4 Network Elements and Other Services Manual Additive

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

2. 10 Preordering Loop Makeup (LMU)

2.10.1 Description of Service

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

2.10.1.2 **DISAGREE**

BELLSOUTH'S PROPOSED LANGUAGE

BellSouth will provide DIECA with loop makeup information consisting of at least the following on each loop:

Loop Status (working, spare, etc.)
Presence of DAML (Y/N)
Presence of DLC (Y/N)
Type of DLC
Address of customer
Loading information (type of loading, number of load points)
Buildout information (type of buildout, resistance, location)
For each cable segment (F1, F2, ...Fn)
Cable and Pair number
Assignable binding post numberServing terminal identifier (X-box identifier on F1)

The LMUSI may be utilized by DIECA for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by DIECA and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

DIECA'S PROPOSED LANGUAGE

BellSouth will provide DIECA with loop makeup information consisting of at least the following on each loop:

Loop Status (working, spare, etc.)
Presence of DAML (Y/N)
Presence of DLC (Y/N)
Type of DLC
Service category (POTS1, POTS3, etc.)

RZ code (rz13, rz15)
Address of customer
Loading information (type of loading, number of load points)
Buildout information (type of buildout, resistance, location)
For each cable segment (F1, F2, ...Fn)
Cable and Pair number
Assignable binding post number
Serving terminal identifier (X-box identifier on F1)

The LMUSI may be utilized by DIECA for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by DIECA and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

2.10.1.3 **OPEN**

BellSouth's LMU information is provided to DIECA as it exists either in BellSouth's databases or in its hard copy facility records. Results of Manual LMU requests are updated into BellSouth's databases. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

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

2.10.2 Submitting Loop Makeup Service Inquiries

2.10.2.1 DIECA will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if DIECA determines that it needs further loop data information in order to make a determination of loop service capability, DIECA may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.14.3.

2.10.2.2 **DISAGREE**

BELLSOUTH'S PROPOSED LANGUAGE

Manual LMUSIs shall be submitted on the preordering manual LMUSI form by means of electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry

is seven business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.

DIECA'S PROPOSED LANGUAGE

Manual LMUSIs shall be submitted on the preordering manual LMUSI form by means of electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is three business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.

2.10.3 **DISAGREE**

BELLSOUTH'S PROPOSED LANGUAGE

LMUSI Types and Associated Charges

DIECA may request LMU information by submitting LMUSIs in accordance with the rate elements listed below.

LOOP MAKEUP SERVICE INQUIRIES	**USOC**	**NRC - All States**
MANUAL		
Loop Makeup - Preordering Without Reservation, per working facility queried (Manual)	UMKLW	$134
Loop Makeup - Preordering Without Reservation, per spare facility queried (Manual) *Maximum number of spare facilities per manual LMUSI is (3).]*	UMKLW	$134
Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) *Maximum number of spare facilities per manual LMUSI is (3).]*	UMKLP	$140
MECHANIZED		
Loop Makeup - Preordering Without Reservation, per working facility queried (Mechanized)	*TBD*	$1.08

Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) *Maximum number of spare facilities per mechanized LMUSI is (10).]*	*TBD*	$1.08
Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) *Maximum number of spare facilities per mechanized LMUSI is (10).]*	*TBD*	$1.08

DIECA'S PROPOSED LANGUAGE

NRC – All States – Manual - $67.00

NRC – All States – Mechanized - $.10

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

2.10.3.2 **OPEN**

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

2.10.3.3 **OPEN**

The reservation holding timeframe is a maximum of four (4) calendar days from the time that BellSouth's LMU data is returned to DIECA for the facility queried. During this holding time and prior to DIECA placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth.

2.10.3.4 **OPEN**

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

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

2.10.4 Ordering of Other UNE Services

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

2.10.4.2 **DISAGREE**

BELLSOUTH'S PROPOSED LANGUAGE

DIECA'S PROPOSED LANGUAGE

DIECA shall be permitted to order, both electronically and manually, a loop it has qualified and reserved as an SL1 loop.

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

2.10.4.4 BellSouth offers LMU information for the sole purpose of allowing DIECA to determine whether, in CLEC's judgment, BellSouth's loops will support the specific services that DIECA wishes to provide over those loops. DIECA may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, DIECA shall be responsible for insuring that the

specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. DIECA bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. DIECA bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with DIECA's equipment for accomplishing DIECA's end goal for the intended service it wishes to provide its end-user(s). DIECA is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.11 High Frequency Spectrum Network Element

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

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

2.11.1.2 The following loop requirements are necessary for Covad to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and DIECA shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops as provided in this Interconnection Agreement (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent

pricing for loop conditioning are established either by mutual agreement or by a state public utilities commission. The interim costs for conditioning are subject to true up as provided in this agreement. BellSouth will condition loops to enable Covad 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 in connection with Covad's access to the High Frequency Spectrum if conditioning of that loop impairs service from the end users perspective. If Covad requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Covad shall pay for the loop to be restored to its original state.

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

2.11.1.4 **OPEN**

Covad shall have access to the each point of interconnection of the line inside the central office for test purposes, irrespective of where the Splitter is placed in the BellSouth premises. (BellSouth and Covad agree.)(Open – Is this just a Line Share Issue? Collocation Issue?)

2.11.2 PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTER SPACE

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

2.11.2.2 **DISAGREE**

BELLSOUTH'S PROPOSED LANGUAGE

BellSouth will install splitters within forty-two (42) calendar days of Covad's submission of such order to the BellSouth Complex Resale Support Group.

DIECA'S PROPOSED LANGUAGE

BellSouth will install splitters within fifteen (15) calendar days of Covad's submission of such order to the BellSouth Complex Resale Support Group.

2.11.2.3 **OPEN**

BellSouth shall provide Covad the status of manually submitted LSRs for end user line sharing orders through the PON Report on the CLEC Operations Website at https://clec.bellsouth.com.

Status shall include FOC Sent, Pending, Cancelled, In Clarification, or Rejected. A description of these statuses can be found on this website. This is a secure website. Passwords can be obtained from your account team.

For LSRs submitted through an electronic interface (EDI, TAG, LENS, RoboTAG), the following responses will be returned to Covad electronically: FOCs, Completion Notices, Errors/Clarifications, Pending Order Status, Jeopardies, e.g. (missed appointments. Covad may view CSRs through LENs.

Covad may determine the status of their line sharing end user service orders through CSOTS (CLEC Service Order Tracking System). The service order statuses are described in the Pending Order Status Job Aid located on the web at http://www.interconnection.bellsouth.com/markets/lec/oss_info.html Passwords for CSOTS can be obtained from the account team.

Covad may determine the status of their COSMOS work order for their line sharing end user orders through the COSMOS Line Sharing Report. This report will provide the telephone number, CLLI code, cable and pair, status and service order number if pending. The report also provides a summary including spare pairs, working pairs, working pairs pending disconnect, spare pairs pending connect, working pairs pending disconnect also pending connect, and defective pairs. A similar report will be available from SWITCH by December 31, 2000.

2.11.2.4 Covad shall be entitled to order the High Frequency Spectrum on lines served out of any central office where Covad has a splitter available for its use pursuant to Section 2.11.2.

2.11.2.5 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Covad 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 Covad with a carrier notification letter at least 30 days before such change and shall work collaboratively with Covad to select a mutually agreeable brand of splitter for use by BellSouth. Covad shall thereafter purchase ports on the splitter as set forth more fully below.

2.11.2.6 **DISAGREE**

BELLSOUTH'S PROPOSED LANGUAGE

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

DIECA'S PROPOSED LANGUAGE

BellSouth will install the splitter in (i) on the Main Distribution Frame or (ii) on a relay rack within 25 feet of the Main Distribution Frame. BellSouth will cross-connect the splitter data ports to a specified Covad DS0 at such time that a Covad end user's service is established.

2.11.2.7 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 Covad desires to continue providing xDSL service on such loop, Covad shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Covad desires to continue providing xDSL service on such loop, Covad shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give Covad notice in a reasonable time prior to disconnect, which notice shall give Covad an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the method of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and Covad purchases the full stand-alone loop, Covad may elect the type of loop it will purchase. Covad will pay the appropriate recurring and non-recurring rates for such loop as set forth in Attachment 2 of the Agreement, including a voice grade loop.

2.11.2.8 Covad 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 Covad agree that Covad is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber-fed digital loop carrier. BellSouth will provide Covad with access to feeder sub-loops at UNE prices.

BellSouth and Covad will work together to establish methods and procedures for providing Covad access to the High Frequency Spectrum over fiber fed digital loop carriers. 2.11.2.9 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.2.11.2.10 To order High Frequency Spectrum on a particular loop, Covad must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth shall allow Covad to order splitters in central offices where Covad is in the process of obtaining collocation space. BellSouth shall install such splitters before the end of Covad's collocation provisioning interval.

2.11.2.11 **DISAGREE**

BELLSOUTH PROPOSED LANGUAGE

BellSouth will devise a splitter order form that allows Covad to order splitter ports in increments of 24 or 96 ports.

DIECA'S PROPOSED LANGUAGE

BellSouth will devise a splitter order form that allows Covad to order splitter ports in increments of 1, 24 or 96 ports.

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

2.11.2.13 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: Beginning on June 6, 2000, BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days. BellSouth's measurement of FOC/reject/clarification performance will be as set forth in 2.5.1 and 2.5.2 in Attachment 6 unless BellSouth is ordered by a Commission to provide a different level of performance, in which event BellSouth shall perform at the Commission ordered level. BellSouth will provide Covad with access to the High Frequency Spectrum as follows:

2.11.2.13.1 **DISAGREE**

BELLSOUTH'S PROPOSED LANGUAGE

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

DIECA'S PROPOSED LANGUAGE

For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.
From September 2, 2000 until November 1, 2000, for 1-5 lines at the same address within two (2) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 3 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

From November 2, 2000 until January 1, 2001, for 1-5 lines at the same address within twenty four hours (24) from BellSouth's issuance of a FOC; 6-10 lines at same address within 2 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

2.11.2.14 **OPEN**

Covad will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum. Covad and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. BellSouth will use its best efforts to make available to Covad, by the fourth quarter of 2000, an electronic pre-ordering, ordering, provisioning, repair and maintenance and billing functionalities for the High Frequency Spectrum.

2.11.3 MAINTENANCE AND REPAIR

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

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

2.11.3.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call Covad. If the problem impacts primarily the voice service, the

end user should call BellSouth. If both services are impaired, the end user should contact BellSouth and Covad.

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

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

2.11.3.4.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

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

2.11.4 PRICING

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

2.11.4.2 BellSouth and Covad enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Covad 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 Covad 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 Covad might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Covad with access to the High Frequency Spectrum. The interim rates set forth in Exhibit D 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.

Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

3. Switching

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

3.1 Local Switching

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

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

3.1.2. Local Circuit Switching Capability, including Tandem Switching Capability

3.1.2.1 Definition

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

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

3.1.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for DIECA when DIECA serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

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

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

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

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

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

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

3.2 Technical Requirements

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

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

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

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

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

3.2.1.5 BellSouth shall activate service for an DIECA customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to

change a customer from BellSouth's services to DIECA's services without loss of switch feature functionality as defined in this Agreement.

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

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

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

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

3.2.1.10 Special Services provided by BellSouth will include the following:

3.2.1.10.1 Telephone Service Prioritization;

3.2.1.10.2 Related services for handicapped;

3.2.1.10.3 Soft dial tone where required by law; and

3.2.1.10.4 Any other service required by law.

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

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

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

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

3.2.1.14.1 Basic and primary rate ISDN;

3.2.1.14.2 Residential features;

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

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

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

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

3.2.2.1 Off-Hook Immediate

3.2.2.2 Off-Hook Delay

3.2.2.3 Termination Attempt

3.2.2.4 6/10 Public Office Dialing Plan

3.2.2.5 Feature Code Dialing

3.2.2.6 Customer Dialing Plan

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

3.2.3.1 Private EAMF Trunk

3.2.3.2 Shared Interoffice Trunk (EAMF, SS7)

3.2.3.3 N11

3.2.3.4 Automatic Route Selection

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

3.2.5 Where capacity exists, BellSouth shall assign each DIECA customer line the class of services designated by DIECA (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from DIECA customers to DIECA operators at DIECA's option. For example, BellSouth may translate 0- and

0+ intraLATA traffic, and route the call through appropriate trunks to an DIECA Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

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

3.2.7 Interface Requirements

3.2.7.1 BellSouth shall provide the following interfaces to loops:

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

3.2.7.1.2 Coin phone signaling;

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

3.2.7.1.4 Two-wire analog interface to PBX;

3.2.7.1.5 Four-wire analog interface to PBX;

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

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

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

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

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

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

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

3.2.7.2.3 Interface to DIECA Directory Assistance Services through the DIECA switched network or to Directory Assistance Services through the appropriate trunk

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

3.3 Tandem Switching

3.3.1 Definition

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

3.3.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

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

3.3.2.1.10 Upon a reasonable request from DIECA, 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 DIECA.

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

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

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

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

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

3.3.2.2 Interface Requirements

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

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

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

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

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

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

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

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

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

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

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

3.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, DIECA shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit A of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment. For each DIECA end user activated, there shall

be a non-recurring End User Establishment charge as set forth in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. DIECA shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit A of this Attachment.

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

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

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

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

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

3.5 Packet Switching Capability

3.5.1 Definition

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

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

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

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

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

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

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

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

3.5.6.3 BellSouth has not permitted DIECA to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point as defined in Section 2 of the Remote Site Collocation Attachment, nor has the DIECA obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319 (b); and

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

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

3.6 **Interoffice Transmission Facilities**

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

3.7 **Rates**

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

3.8 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.9 of this Attachment.

4. Unbundled Network Element Combinations

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

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

4.3 **EELs**

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

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

4.3.3 BellSouth shall provide EEL combinations to DIECA in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to DIECA those EEL combinations described in Section 4.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to DIECA in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High

Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to DIECA only to the extent such network elements are Currently Combined.

4.3.4 EEL Combinations

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

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

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

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

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

4.3.4.6 DS1 Interoffice Channel + DS1 Local Loop

4.3.4.7 DS3 Interoffice Channel + DS3 Local Loop

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

4.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

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

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

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

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

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

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

4.3.7 Special Access Service Conversions

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

4.3.7.1.1 DIECA certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at DIECA'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, DIECA is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. DIECA 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

4.3.7.1.2 DIECA 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 DIECA's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

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

active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

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

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

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

4.3.8 Rates

4.3.8.1 Georgia

4.3.8.2 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 4.3.4 whether Currently Combined or new, are as set forth in Exhibit D of this Amendment.

4.3.8.3 On an interim basis, for combinations of loop and transport network elements not set forth in Section 4.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These

interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

4.3.8.4 To the extent that DIECA seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, DIECA, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

4.3.8.5 All Other States

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

4.3.8.6 Multiplexing

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

4.4 **Other Network Element Combinations**

4.4.1 In the state of Georgia, BellSouth shall make available to DIECA, in accordance with Section 4.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to DIECA, in accordance with Section 4.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

4.4.2 Rates

4.4.2.1 Georgia

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

4.4.2.1.2 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make

up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

4.4.2.1.3 To the extent that DIECA seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, DIECA, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

4.4.2.2 All Other States

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

4.5 **UNE/Special Access Combinations**

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

4.5.2 Rates

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

5. Port/Loop Combinations

5.1 At DIECA's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 1.4 below, that are currently combined in BellSouth's network except as specified in Sections 5.1.1 and 5.1.2 below.

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

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

5.2 Definition

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

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

5.2.3 In Georgia, BellSouth shall provide combinations of port and loop network elements to DIECA regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.1.2 above.

5.3 Rates for Combinations of Loop and Port Network Elements

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

5.3.2 Rates for Circuit Switching

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

5.4 Combination Offerings

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

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

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

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

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

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

6. Transport and Dark Fiber

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

6.1. Transport

6.1.1 Definition of Common (Shared) Transport

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

6.1.2 Technical Requirements of Common (Shared) Transport

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

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

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

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

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

6.2 Interoffice transmission facility network elements include:

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

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

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

6.2.4 BellSouth shall:

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

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

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

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

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

6.3 Dedicated Transport

6.3.1 Definitions

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

6.3.3 Unbundled Local Channel

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

6.3.5 Unbundled Interoffice Channel.

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

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

6.3.7.1 As capacity on a shared UNE facility.

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

6.3.8 When Dedicated Transport is provided it shall include:

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

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

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

6.3.10 Technical Requirements

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

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

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

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

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

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

6.3.10.6.1 DS0 Equivalent;

6.3.10.6.2 DS1 (Extended SuperFrame - ESF);

6.3.10.6.3 DS3 (signal must be framed);

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

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

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

6.3.11.1 BellSouth Technical References:

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

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

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

6.4 Unbundled Channelization

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

6.4.2 Definition

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

6.4.3 Channelization capabilities will be as follows:

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

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

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

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

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

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

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

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

6.4.9 Technical Requirements

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

6.4.9.2 DS0 to DS1 Channelization

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

6.4.9.3 DS1 to DS3 Channelization

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

6.4.9.4 DS1 to STS Channelization

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

6.5 Dark Fiber

The terms, conditions and rates for Dark Fiber are as set forth in Section 2.7 of this Attachment.

6.5.3.1

6.6 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.9 of this Attachment.

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

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

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

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

7.1.2 Technical Requirements

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

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

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

7.1.2.3.1 Network Management;

7.1.2.3.2 Customer Sample Collection; and

7.1.2.3.3 Service Maintenance.

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

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

7.3 Rates

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

8 Line Information Database (LIDB)

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

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

8.2.1 Definition

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

8.2.3 Technical Requirements

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

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

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

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

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

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

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

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

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

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

8.2.4.10 BellSouth shall provide DIECA 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 DIECA and BellSouth.

8.2.4.11 BellSouth shall prevent any access to or use of DIECA 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 DIECA in writing.

8.2.4.12 BellSouth shall provide DIECA 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 DIECA at least at parity

with BellSouth Customer Data. BellSouth shall obtain from DIECA the screening information associated with LIDB Data Screening of DIECA 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 DIECA under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

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

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

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

8.2.5 Interface Requirements

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

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

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

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

8.3 Rates

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

9 Signaling

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

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

9.3 Signaling Link Transport

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

9.3.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

9.3.5.4 Interface Requirements

9.3.5.4.1 There shall be a DS1 (1.544 Mbps) interface at the DIECA designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

9.4 Signaling Transfer Points (STPs)

9.4.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

9.4.2 Technical Requirements

9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

9.4.2.1.1 BellSouth Local Switching or Tandem Switching;

9.4.2.1.2 BellSouth Service Control Points/DataBases;

9.4.2.1.3 Third-party local or tandem switching;

9.4.2.1.4 Third-party-provided STPs.

9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital

Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an DIECA local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between DIECA local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

9.4.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

9.4.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a DIECA 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 DIECA database, then DIECA agrees to provide BellSouth with the Destination Point Code for the DIECA database.

9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

9.4.2.6.1 MTP Routing Verification Test (MRVT); and

9.4.2.6.2 SCCP Routing Verification Test (SRVT).

9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an DIECA 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 DIECA and BellSouth.

9.4.2.8 STPs shall be on parity with BellSouth.

9.4.2.9 SS7 Advanced Intelligent Network (AIN) Access

9.4.2.9.1 When technically feasible and upon request by DIECA, 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 DIECA SS7 network to exchange TCAP queries and responses with an DIECA SCP.

9.4.2.9.2 SS7 AIN Access shall provide DIECA SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and DIECA 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 DIECA SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STPs options to connect DIECA or DIECA-designated local switching systems or STPs to the BellSouth SS7 network:

9.4.3.1.1 An A-link interface from DIECA local switching systems; and,

9.4.3.1.2 A B-link interface from DIECA local STPs.

9.4.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

9.4.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting DIECA local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and DIECA will work jointly to establish mutually acceptable SPOIs.

9.4.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the

failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and DIECA will work jointly to establish mutually acceptable SPOIs.

9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

9.4.3.6 Message Screening

9.4.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from DIECA local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the DIECA switching system has a legitimate signaling relation.

9.4.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from DIECA local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the DIECA switching system has a legitimate signaling relation.

9.4.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from DIECA from any signaling point or network interconnected through BellSouth's SS7 network where the DIECA SCP has a legitimate signaling relation.

9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

9.5 Service Control Points/Databases

9.5.1 Definition

9.5.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

9.5.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for

provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

9.5.3 Technical Requirements for SCPs/Databases

9.5.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to DIECA in accordance with the following requirements.

9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.5.4 Database Availability

9.5.4.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for DIECA customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

9.6 Local Number Portability Database

9.6.1 Definition

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

9.7 SS7 Network Interconnection

9.7.1 Definition.

9.7.2 SS7 Network Interconnection is the interconnection of DIECA local Signaling Transfer Point Switches (STP) and DIECA 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), DIECA local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

9.7.3 Technical Requirements

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

9.7.3.1.1 BellSouth local or tandem switching systems;

9.7.3.1.2 BellSouth DBs; and

9.7.3.1.3 Other third-party local or tandem switching systems.

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

9.7.5 If traffic is routed based on dialed or translated digits between an DIECA 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 DIECA local STPs and BellSouth or other third-party local switch.

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

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

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

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

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

9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an DIECA local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of DIECA local STPs, and shall not include SCCP Subsystem Management of the destination.

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

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

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

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

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

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

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

9.7.13 Interface Requirements

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

9.7.13.1.1 A-link interface from DIECA local or tandem switching systems; and

9.7.13.1.2 B-link interface from DIECA STPs.

9.7.13.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting DIECA local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and DIECA will work jointly to establish mutually acceptable SPOI.

9.7.13.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and DIECA will work jointly to establish mutually acceptable SPOI.

9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

9.7.13.5 BellSouth shall set message screening parameters to accept messages from DIECA local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the DIECA switching system has a legitimate signaling relation.

9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

9.8 Rates

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

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

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

10.2 Operator Systems

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

10.3 Operator Service

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

10.3.2 Requirements

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

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

10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

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

10.3.2.1.4 BellSouth shall complete person-to-person calls.

10.3.2.1.5 BellSouth shall complete collect calls.

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

10.3.2.1.7 BellSouth shall complete station-to-station calls.

10.3.2.1.8 BellSouth shall process emergency calls.

10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

10.3.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.

10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing DIECA local end users the same IXC access as provided to BellSouth end users.

10.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to DIECA that BellSouth provides for its own operator service.

10.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by DIECA.

10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to DIECA in accordance with CLEC ODUF standards specified in Attachment 7.

10.3.3 Interface Requirements

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

10.4 Directory Assistance Service

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

10.4.2 Requirements

10.4.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by DIECA'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, DIECA may request such requirement pursuant to the

Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

10.4.4 Directory Assistance Service Updates

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

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

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

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

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

10.4.5 Branding for Operator Call Processing and Directory Assistance

10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to DIECA 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 DIECA to have its calls custom branded with DIECA's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

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

10.4.5.2.1 Service Level 1 - BellSouth Branding

10.4.5.2.2 Service Level 2 - Unbranded

10.4.5.2.3 Service Level 3 - Custom Branding

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

10.4.6 For Resellers and Use with an Unbundled Port

10.4.6.1 BellSouth Branding is the Default Service Level.

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

10.4.6.3 Customer Branding and Self Branding require DIECA to order dedicated trunking from each BellSouth end office identified by DIECA, to either the BellSouth Traffic Operator Position System (TOPS) or DIECA Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.6.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by DIECA to the BellSouth TOPS. These calls are routed to "No Announcement."

10.4.7 For Facilities Based Carriers

10.4.7.1 All Service Levels require DIECA to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which DIECA requires service.

10.4.8 Directory Assistance customized branding uses:

10.4.8.1 the recording of the name;

10.4.8.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

10.4.9 Operator Call Processing customized branding uses:

10.4.9.1 the recording of the name;

10.4.9.2 the front-end loading of the DRAM in the TOPS Switch;

10.4.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);

10.4.9.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.4.9.5 BellSouth will provide to DIECA 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. DIECA end users may use the same dialing arrangements as BellSouth end users, but obtain a DIECA branded service.

10.5 Directory Assistance Database Service (DADS)

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to DIECA 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)). DIECA 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, DIECA agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, DIECA authorizes the inclusion of DIECA Directory Assistance listings in the BellSouth Directory Assistance products.

10.5.2 BellSouth shall provide DIECA initially with a base file of subscriber listings which reflect all listing change activity occurring since DIECA's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by DIECA and BellSouth. DIECA agrees to assume the costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to DIECA on a Business, Residence, or combined Business and Residence basis. DIECA agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after DIECA receives the Base File.

10.5.4 BellSouth is authorized to include DIECA Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of DIECA Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to DIECA.

10.5.5 Rates for DADS are as set forth in this Attachment.

10.6 Direct Access to Directory Assistance Service

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide DIECA'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 DIECA to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 BellSouth will provide DADAS from its DA location. DIECA will access the DADAS system via a telephone company provided point of availability. DIECA has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

10.6.3 A specified interface to each DIECA subsystem will be provided by BellSouth. Interconnection between DIECA's system and a specified BellSouth location will be pursuant to the use of DIECA owned or DIECA leased facilities and shall be appropriate sized based upon the volume of queries being generated by DIECA.

10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:

10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;

10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;

10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.

10.6.5 Rates for DADAS are as set forth in this Attachment.

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

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

10.7.2 Technical Requirements

10.7.2.1 BellSouth shall offer DIECA a data link to the ALI/DMS database or permit DIECA to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to DIECA immediately after DIECA inputs information into the ALI/DMS database. Alternately, DIECA may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

10.7.2.2 The ALI/DMS database shall contain the following end user information:

10.7.2.2.1 Name;

10.7.2.2.2 Address;

10.7.2.2.3 Telephone number; and

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

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

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

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

10.7.3 Interface Requirements

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

10.8 Rates

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

11. Calling Name (CNAM) Database Service

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

11.2 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. DIECA must provide to its account manager a written request with a requested activation date to activate this service. If DIECA is interested in requesting CNAM with volume and term pricing, DIECA must contact its account manager to request a separate CNAM volume and term Agreement.

11.3 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.

11.4 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide DIECA the capability that will allow DIECA and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

11.4.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to DIECA. Scheduling procedures shall provide DIECA equivalent priority to these resources.

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

11.4.3 When DIECA selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable DIECA to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

11.4.4 When DIECA selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. DIECA access will be provided via remote data connection (e.g., dial-in, ISDN).

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

11.5 Rates

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

12. Basic 911 and E911

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

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

12.3 Definition

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

12.5 Requirements

12.5.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to DIECA 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. DIECA 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. DIECA will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, DIECA will be required to discontinue the Basic 911 procedures and being using E911 procedures.

12.5.2 E911 Service Provisioning. For E911 service, DIECA will be required to install a minimum of two dedicated trunks originating from the DIECA 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. DIECA will be required to provide BellSouth daily updates to the E911 database. DIECA 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,

DIECA 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. DIECA shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

12.5.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on DIECA beyond applicable charges for BellSouth trunking arrangements.

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

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

13. True-Up

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

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

13.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

13.3 **OPEN**

BELLSOUTH'S CURRENT LANGUAGE

The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

DIECA'S PROPOSED LANGUAGE

DIECA PROPOSES THAT LANGUAGE BE ELIMINATED.

13.4 **OPEN**

BELLSOUTH'S CURRENT LANGUAGE

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

(a) BellSouth and DIECA are entitled to be a full Party to the proceeding;

(b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

(c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

DIECA'S PROPOSED LANGUAGE

DIECA PROPOSES THAT LANGUAGE BE ELIMINATED.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

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

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify DIECA of fraud alerts so that DIECA may take action it deems appropriate. DIECA understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by DIECA pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to DIECA 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.

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

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

(d) BellSouth shall not become involved in any disputes between DIECA and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to DIECA. It shall be the responsibility of DIECA 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. DIECA will not be charged a fee for storage services provided by BellSouth to DIECA, 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 DIECA. DIECA shall have the right to have BellSouth contest with the imposing

jurisdiction, at DIECA's expense, any such taxes that DIECA deems are improperly levied.

IV. MISCELLANEOUS

A. This LIDB Storage Agreement shall be subject to the terms and conditions of the Interconnection Agreement between DIECA and BellSouth.

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

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

I. GENERAL

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

II. DEFINITIONS

A. Billing number - a number that DIECA 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 DIECA.

C. Special billing number - a ten digit number that identifies a billing account established by DIECA.

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

E. PIN number - a four digit security code assigned by DIECA 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 DIECA.

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

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

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by DIECA.

III. RESPONSIBILITIES OF PARTIES

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

B. BellSouth will store in its LIDB the billing number information provided by DIECA. Under normal operating conditions; BellSouth shall include DIECA's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of DIECA's working telephone numbers.

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

D. BellSouth is authorized to use the billing number information provided by DIECA 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 DIECA, and where the last four digits (PIN) are a security code assigned by DIECA.

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

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

IV. COMPLIANCE

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

EXHIBIT B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

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

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

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

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

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

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

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

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

2. Attachment

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

2.2 DIECA 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 DIECA's access to BellSouth's CNAM Database Services and shall be addressed to DIECA's Account Manager.

3. Physical Connection and Compensation

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

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

3.3 If DIECA 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 DIECA desires to query.

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

4. CNAM Record Initial Load and Updates

4.1 The mechanism to be used by DIECA for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by DIECA in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of DIECA to provide accurate information to BellSouth on a current basis.

4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

4.3 DIECA 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.

THE PROPOSED RATED FOR DISCUSSION PURPOSES ONLY AND SUBJECT TO REVISION

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

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

THE PROPOSED RATED FOR DISCUSSION PURPOSES ONLY AND SUBJECT TO REVISION

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

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

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	NRC - 1st		NA	NA	NA	$748.93	NA	NA	NA	NA	NA
	NRC - Add'l		NA	NA	NA	$646.17	NA	NA	NA	NA	NA
LOOP, INCLUDING NID											
2-Wire Analog VG Loop											
	RC - Statewide, per month	UEAL2	NA	$17.00	NA	NA	NA	NA	$16.71	NA	$18.00
	RC - Zone 1, per month (Note 2)	TBD	NA	$13.75	NA	NA	NA	NA	TBD	NA	$15.54
	RC - Zone 2, per month (Note 2)	TBD	NA	$20.13	NA	NA	NA	NA	TBD	NA	$19.55
	RC - Zone 3, per month (Note 2)	TBD	NA	$44.40	NA	NA	NA	NA	TBD	NA	$28.02
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 1st	UEAL2	NA	$140.00	NA	NA	NA	NA	$86.50	NA	$58.50
	NRC - Add'l	UEAL2	NA	$42.00	NA	NA	NA	NA	$27.80	NA	$31.00
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	$55.00	NA	NA	NA	NA	$55.00	NA	$55.00
2-Wire Analog VG Loop-SL1											
	RC - Statewide, per month	UEAL2	$19.04	$17.00	$16.51	NA	$19.35	$21.26	$16.71	$22.49	$18.00
	RC - Zone 1, per month (Note 2)	TBD	$16.90	$13.75	$14.21	NA	$15.82	$15.58	TBD	$18.48	$15.54
	RC - Zone 2, per month (Note 2)	TBD	$21.76	$20.13	$16.41	NA	$21.75	$20.65	TBD	$27.87	$19.55
	RC - Zone 3, per month (Note 2)	TBD	$28.48	$44.40	$26.08	NA	$32.93	$34.77	TBD	$36.91	$28.02
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
	NRC - 1st	UEAL2	$59.03	$80.00	$42.54	NA	$40.69	$59.25	$86.50	$70.44	$78.93
	NRC - Add'l	UEAL2	$43.14	$55.00	$31.33	NA	$29.96	$43.67	$27.80	$44.05	$50.98
	NRC - Disconnect Charge - 1st	UEAL2	$15.21	NA	NA	NA	$16.48	$16.35	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UEAL2	$3.22	NA	NA	NA	$3.36	$4.06	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.22	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
	NRC - Loop Make-Up	UEANM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling											
	RC - Statewide, per month	UEAL2	$22.43	$17.00	$19.57	NA	$22.84	$25.05	$25.89	$26.25	$26.02
	RC - Zone 1, per month (Note 2)	TBD	$19.90	$13.75	$16.84	NA	$18.67	$18.35	TBD	$21.57	$22.46
	RC - Zone 2, per month (Note 2)	TBD	$25.63	$20.13	$19.45	NA	$25.67	$24.33	TBD	$32.53	$28.27
	RC - Zone 3, per month (Note 2)	TBD	$33.55	$44.40	$30.92	NA	$38.86	$34.77	TBD	$43.08	$40.51
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 1st	UEAL2	$145.46	$140.00	$104.17	NA	$99.69	$144.01	$192.64	$178.12	$192.97
	NRC - Add'l	UEAL2	$108.40	$42.00	$78.10	NA	$74.73	$107.70	$140.49	$128.80	$140.72
	NRC - Disconnect Charge - 1st	UEAL2	$40.31	NA	NA	NA	$28.73	$40.98	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UEAL2	$26.01	NA	NA	NA	$18.87	$26.95	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$26.95	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling											
	RC - Statewide, per month	UEAR2	$22.43	$17.00	$19.57	NA	$22.84	$25.05	$25.89	$26.25	$26.02
	RC - Zone 1, per month (Note 2)	TBD	$19.90	$13.75	$16.84	NA	$18.67	$18.35	TBD	$21.57	$22.46
	RC - Zone 2, per month (Note 2)	TBD	$25.63	$20.13	$19.45	NA	$25.67	$24.33	TBD	$32.53	$28.27
	RC - Zone 3, per month (Note 2)	TBD	$33.55	$44.40	$30.92	NA	$38.86	$34.77	TBD	$43.08	$40.51
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
	NRC - 1st	UEAR2	$145.46	$140.00	$104.17	NA	$99.69	$144.01	$192.64	$178.12	$192.97
	NRC - Add'l	UEAR2	$108.40	$42.00	$78.10	NA	$74.73	$107.70	$140.49	$128.80	$140.72
	NRC - Disconnect Charge - 1st	UEAR2	$40.31	NA	NA	NA	$28.73	$40.98	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UEAR2	$26.01	NA	NA	NA	$18.87	$26.95	NA	NA	NA

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	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$26.95	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire Analog VG Loop (Standard)											
	RC - Statewide, per month	UEAL2	NA	NA	NA	$20.00	NA	NA	NA	NA	NA
	RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$14.79	NA	NA	NA	NA	NA
	RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$27.68	NA	NA	NA	NA	NA
	RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$47.78	NA	NA	NA	NA	NA
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 1st	UEAL2	NA	NA	NA	$86.08	NA	NA	NA	NA	NA
	NRC - Add'l	UEAL2	NA	NA	NA	$58.57	NA	NA	NA	NA	NA
	NRC - Loop Make-up	UEANM	NA	NA	NA	TBD	NA	NA	NA	NA	NA
	NRC - Manual Order Coordination	UEAMC	NA	NA	NA	TBD	NA	NA	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ loop or ground start signaling											
	RC - Statewide, per month	UEAL2	NA	NA	NA	$23.35	NA	NA	NA	NA	NA
	RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$17.27	NA	NA	NA	NA	NA
	RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$32.32	NA	NA	NA	NA	NA
	RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$55.78	NA	NA	NA	NA	NA
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 1st	UEAL2	NA	NA	NA	$236.75	NA	NA	NA	NA	NA
	NRC - Add'l	UEAL2	NA	NA	NA	$177.10	NA	NA	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ reverse battery signaling											
	RC - Statewide, per month	UEAR2	NA	NA	NA	$23.35	NA	NA	NA	NA	NA
	RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$17.27	NA	NA	NA	NA	NA
	RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$32.32	NA	NA	NA	NA	NA
	RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$55.78	NA	NA	NA	NA	NA
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 1st	UEAR2	NA	NA	NA	$236.75	NA	NA	NA	NA	NA
	NRC - Add'l	UEAR2	NA	NA	NA	$177.10	NA	NA	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire Analog VG Loop											
	RC - Statewide, per month	UEAL4	$30.00	$30.00	$25.86	NA	$31.52	$30.55	$27.20	$35.86	$18.00
	RC - Zone 1, per month (Note 2)	TBD	$26.62	$24.26	$22.26	NA	$25.76	$22.38	TBD	$29.47	$15.54
	RC - Zone 2, per month (Note 2)	TBD	$34.28	$35.51	$25.70	NA	$35.42	$29.67	TBD	$44.44	$19.55
	RC - Zone 3, per month (Note 2)	TBD	$44.87	$78.35	$40.85	NA	$53.63	$42.40	TBD	$58.85	$28.02
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$55.96	NA	NA	NA
	NRC - 1st	UEAL4	$293.70	$141.00	$206.95	NA	$198.10	$289.06	$86.50	$383.39	$58.50
	NRC - Add'l	UEAL4	$241.76	$43.00	$170.57	NA	$163.26	$238.19	$27.80	$286.77	$31.00
	NRC - Disconnect Charge - 1st	UEAL4	$108.96	NA	NA	NA	$74.27	$108.14	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UEAL4	$57.01	NA	NA	NA	$39.44	$57.28	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.06	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
4-Wire Analog VG Loop (Standard)											
	RC - Statewide, per month	UEAL4	NA	NA	NA	$28.28	NA	NA	NA	NA	NA
	RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$20.92	NA	NA	NA	NA	NA
	RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$39.14	NA	NA	NA	NA	NA

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	RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$67.56	NA	NA	NA	NA	NA
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 1st	UEAL4	NA	NA	NA	$457.14	NA	NA	NA	NA	NA
	NRC - Add'l	UEAL4	NA	NA	NA	$348.83	NA	NA	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop											
	RC - Statewide, per month	U1L2X	$29.03	$40.00	$25.43	NA	$27.36	$29.83	$27.20	$32.47	$18.00
	RC - Zone 1, per month (Note 2)	TBD	$25.76	$32.34	$21.89	NA	$22.36	$21.86	TBD	$26.68	$15.54
	RC - Zone 2, per month (Note 2)	TBD	$33.17	$47.35	$25.27	NA	$30.75	$28.97	TBD	$40.24	$19.55
	RC - Zone 3, per month (Note 2)	TBD	$43.42	$104.47	$40.17	NA	$40.56	$41.40	TBD	$53.29	$28.02
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$54.64	NA	NA	NA
	NRC - 1st	U1L2X	$331.85	$306.00	$233.38	NA	$223.27	$326.38	$276.96	$423.04	$58.50
	NRC - Add'l	U1L2X	$255.87	$283.00	$180.35	NA	$172.63	$252.00	$234.99	$301.75	$31.00
	NRC - Disconnect Charge - 1st	U1L2X	$108.95	NA	NA	NA	$74.27	$108.14	NA	NA	NA
	NRC - Disconnect Charge - Add'l	U1L2X	$57.01	NA	NA	NA	$39.44	$57.27	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	$55.00	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire ISDN Digital Grade Loop (Standard)											
	RC - Statewide, per month	U1L2X	NA	NA	NA	$31.99	NA	NA	NA	NA	NA
	RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$23.66	NA	NA	NA	NA	NA
	RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$44.28	NA	NA	NA	NA	NA
	RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$76.42	NA	NA	NA	NA	NA
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 1st	U1L2X	NA	NA	NA	$541.28	NA	NA	NA	NA	NA
	NRC - Add'l	U1L2X	NA	NA	NA	$431.61	NA	NA	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop											
	RC - Statewide, per month	UAL2X	$15.11	$15.81	$13.05	NA	$15.39	$14.83	$17.00	$20.81	$18.46
	RC - Zone 1, per month (Note 2)	TBD	$13.41	$12.78	$11.23	NA	$12.58	$10.87	TBD	$17.10	$15.93
	RC - Zone 2, per month (Note 2)	TBD	$17.26	$18.72	$12.97	NA	$17.30	$14.40	TBD	$25.79	$20.05
	RC - Zone 3, per month (Note 2)	TBD	$22.60	$41.29	$20.62	NA	$26.19	$20.58	TBD	$34.15	$28.74
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$27.16	NA	NA	NA
	NRC - 1st	UAL2X	$514.21	$113.85	$359.73	NA	$343.13	$504.82	$280.15	$600.61	$640.79
	NRC - Add'l	UAL2X	$464.58	$99.61	$325.15	NA	$310.03	$456.24	$243.91	$507.33	$541.94
	NRC - Disconnect Charge - 1st	UAL2X	$106.65	NA	NA	NA	$72.54	$105.86	NA	NA	NA
	NRC - Disconnect Charge - Add'l	SOMAN	$56.98	NA	NA	NA	$39.42	$57.25	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire ADSL Loop (Standard)											
	RC - Statewide, per month	UAL2X	NA	NA	NA	$11.89	NA	NA	NA	NA	NA
	RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$8.79	NA	NA	NA	NA	NA
	RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$16.46	NA	NA	NA	NA	NA
	RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$28.40	NA	NA	NA	NA	NA
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 1st	UAL2X	NA	NA	NA	$713.50	NA	NA	NA	NA	NA
	NRC - Add'l	UAL2X	NA	NA	NA	$609.44	NA	NA	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA

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2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop											
	RC - Statewide, per month	UHL2X	$11.76	$12.12	$9.15	NA	$11.61	$11.60	$17.00	$14.86	$13.46
	RC - Zone 1, per month (Note 2)	TBD	$10.44	$9.80	$7.88	NA	$9.49	$8.50	TBD	$12.21	$11.62
	RC - Zone 2, per month (Note 2)	TBD	$13.44	$14.35	$9.09	NA	$13.05	$11.26	TBD	$18.41	$14.62
	RC - Zone 3, per month (Note 2)	TBD	$17.59	$31.65	$14.46	NA	$19.76	$16.10	TBD	$24.39	$20.96
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$21.25	NA	NA	NA
	NRC - 1st	UHL2X	$514.21	$113.85	$359.73	NA	$343.13	$504.82	$280.15	$600.61	$640.79
	NRC - Add'l	UHL2X	$464.58	$99.61	$325.15	NA	$310.03	$456.24	$243.91	$507.33	$541.94
	NRC - Disconnect Charge - 1st	UHL2X	$106.65	NA	NA	NA	$72.54	$105.86	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UHL2X	$56.98	NA	NA	NA	$39.42	$57.25	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire HDSL Loop (Standard)											
	RC - Statewide, per month	UHL2X	NA	NA	NA	$8.51	NA	NA	NA	NA	NA
	RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$6.29	NA	NA	NA	NA	NA
	RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$11.78	NA	NA	NA	NA	NA
	RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$20.33	NA	NA	NA	NA	NA
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 1st	UHL2X	NA	NA	NA	$713.50	NA	NA	NA	NA	NA
	NRC - Add'l	UHL2X	NA	NA	NA	$609.44	NA	NA	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop											
	RC - Statewide, per month	UHL4X	$14.39	$18.24	$12.07	NA	$16.39	$14.14	$27.20	$19.73	$17.91
	RC - Zone 1, per month (Note 2)	TBD	$12.77	$14.75	$10.39	NA	$13.40	$10.36	TBD	$16.21	$15.46
	RC - Zone 2, per month (Note 2)	TBD	$16.44	$21.59	$12.00	NA	$18.42	$13.73	TBD	$24.45	$19.46
	RC - Zone 3, per month (Note 2)	TBD	$21.52	$47.64	$19.07	NA	$27.89	$19.62	TBD	$32.38	$27.88
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$25.90	NA	NA	NA
	NRC - 1st	UHL4X	$541.13	$116.91	$378.86	NA	$361.45	$531.21	$291.43	$625.11	$666.70
	NRC - Add'l	UHL4X	$491.50	$101.71	$344.28	NA	$328.35	$482.63	$255.46	$532.78	$568.86
	NRC - Disconnect Charge - 1st	UHL4X	$106.65	NA	NA	NA	$72.54	$105.86	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UHL4X	$56.98	NA	NA	NA	$39.42	$57.25	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.06	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
4-Wire HDSL Loop (Standard)											
	RC - Statewide, per month	UHL4X	NA	NA	NA	$10.39	NA	NA	NA	NA	NA
	RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$7.68	NA	NA	NA	NA	NA
	RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$14.38	NA	NA	NA	NA	NA
	RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$24.82	NA	NA	NA	NA	NA
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 1st	UHL4X	NA	NA	NA	$748.93	NA	NA	NA	NA	NA
	NRC - Add'l	UHL4X	NA	NA	NA	$646.17	NA	NA	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire DS1 Digital Loop											
	RC - Statewide, per month	USLXX	$64.65	$80.00	$64.52	$67.96	$72.86	$69.59	$151.50	$72.55	TBD
	RC - Zone 1, per month (Note 2)	TBD	$57.37	$64.69	$55.53	$50.26	$59.56	$50.99	TBD	$59.61	TBD
	RC - Zone 2, per month (Note 2)	TBD	$73.87	$94.71	$64.13	$94.06	$81.88	$67.58	TBD	$89.90	TBD
	RC - Zone 3, per month (Note 2)	TBD	$96.69	$208.93	$101.93	$162.34	$123.98	$96.58	TBD	$119.06	TBD

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	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$127.47	NA	NA	NA
	NRC - 1st	USLXX	$610.13	$540.00	$429.98	$849.80	$410.38	$599.09	$568.96	$715.77	TBD
	NRC - Add'l	USLXX	$380.26	$465.00	$268.18	$523.27	$255.48	$373.90	$335.56	$421.50	TBD
	NRC - Disconnect Charge - 1st	USLXX	$134.77	NA	NA	NA	$92.35	$133.53	NA	NA	NA
	NRC - Disconnect Charge - Add'l	USLXX	$55.97	NA	NA	NA	$38.44	$56.25	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$43.77	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$49.18	$55.00	$34.52	$55.00	$33.05	$48.17	NA	$48.47	NA
4-Wire 56 Kbps Dig Grade Loop											
	RC - Statewide, per month	UDL56	$34.15	$48.33	$29.92	NA	$35.58	$34.95	$40.12	$41.70	$42.23
	RC - Zone 1, per month (Note 2)	TBD	$30.30	$39.08	$25.75	NA	$29.08	$25.61	TBD	$34.26	$36.45
	RC - Zone 2, per month (Note 2)	TBD	$39.02	$57.21	$29.74	NA	$39.98	$33.94	TBD	$51.67	$45.87
	RC - Zone 3, per month (Note 2)	TBD	$51.07	$126.22	$47.27	NA	$60.54	$48.51	TBD	$68.43	$65.75
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$64.02	NA	NA	NA
	NRC - 1st	UDL56	$498.05	$654.72	$348.55	NA	$333.28	$489.00	$642.74	$602.73	$643.00
	NRC - Add'l	UDL56	$343.70	$428.45	$241.20	NA	$230.50	$337.93	$421.02	$393.50	$421.26
	NRC - Disconnect Charge - 1st	UDL56	$129.62	NA	NA	NA	$87.99	$128.36	NA	$44.06	NA
	NRC - Disconnect Charge - Add'l	UDL56	$64.25	NA	NA	NA	$44.24	$64.35	NA	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
4-Wire 64 Kbps Dig Grade Loop											
	RC - Statewide, per month	UDL64	$34.15	$48.33	$29.22	NA	$35.58	$34.95	$40.12	$41.70	$42.23
	RC - Zone 1, per month (Note 2)	TBD	$30.30	$39.08	$25.75	NA	$29.08	$25.61	TBD	$34.26	$36.45
	RC - Zone 2, per month (Note 2)	TBD	$39.02	$57.21	$29.74	NA	$39.98	$33.94	TBD	$51.67	$45.87
	RC - Zone 3, per month (Note 2)	TBD	$51.07	$126.22	$47.27	NA	$60.54	$48.51	TBD	$68.43	$65.75
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$64.02	NA	NA	NA
	NRC - 1st	UDL64	$498.05	$654.72	$348.55	NA	$333.28	$489.00	$642.74	$602.73	$643.00
	NRC - Add'l	UDL64	$343.70	$428.45	$241.20	NA	$230.50	$337.93	$421.02	$393.50	$421.26
	NRC - Disconnect Charge - 1st	UDL64	$129.62	NA	NA	NA	$87.99	$128.36	NA	$44.06	NA
	NRC - Disconnect Charge - Add'l	UDL64	$64.25	NA	NA	NA	$44.24	$64.35	NA	$13.55	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire Unbundled Copper Loop											
	RC - Statewide, per month	UCLPB	$23.00	$23.00	$23.00	$23.00	$23.00	$23.00	$23.00	$23.00	$23.00
	RC - Zone 1, per month (Note 2)	TBD	TBD	$18.60	$19.80	TBN	$18.80	$16.85	TBD	$18.90	$19.85
	RC - Zone 2, per month (Note 2)	TBD	TBD	$27.23	$22.86	TBN	$25.85	$22.34	TBD	$28.50	$24.98
	RC - Zone 3, per month (Note 2)	TBD	TBD	$60.07	$36.34	TBN	$39.14	$31.92	TBD	$37.75	$35.81
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$42.13	NA	NA	NA
	NRC - 1st	UCLPB	$560.00	$560.00	$560.00	$560.00	$560.00	$560.00	$560.00	$560.00	$560.00
	NRC - Add'l	UCLPB	$460.00	$460.00	$460.00	$460.00	$460.00	$460.00	$460.00	$460.00	$460.00
	NRC - Disconnect Charge - 1st	UCLPB	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UCLPB	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00
	NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00

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DS3 Unbundled Local Loop										
DS3 Unbundled Local Loop - per mile	1L5ND	$43.96	$40.01	$29.96	$43.69	$38.98	$54.39	$32.53	$56.71	$30.53

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DS3 Unbundled Local Loop- per Facility Termination	UE3PX	$456.18	$470.83	$392.61	$436.95	$497.08	$427.81	$387.01	$510.30	$400.21
NRC - Facility Termination - 1st	UE3PX	$973.58	$770.47	$770.96	$1,091.00	$709.14	$975.22	$964.04	$1,091.00	$726.16
NRC - Facility Termination - Add'l	UE3PX	$547.59	$436.40	$437.71	$661.23	$402.63	$549.17	$542.73	$654.13	$411.64
NRC - Facility Termination - Disconnect - 1st	UE3PX	$132.56	$108.95	$111.07	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - Facility Termination - Disconnect - Add'l	UE3PX	$129.07	$106.01	$108.14	NA	$99.46	$130.59	$128.19	NA	$100.59
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAC	$70.10	NA	$54.64	$93.12	$50.25	$68.62	$69.34	$92.52	$53.03
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAC	$70.10	NA	$54.64	$93.12	$50.25	$68.62	$69.34	$92.52	$53.03
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAC	$30.09	NA	$22.77	NA	$20.94	$28.59	$29.76	NA	$22.95
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAC	$30.09	NA	$22.77	NA	$20.94	$28.59	$29.76	NA	$22.95
STS-1 Unbundled Local Loop										
STS-1 Unbundled Local Loop - per mile	1L5ND	$43.96	$40.01	$29.96	$43.69	$38.98	$54.39	$32.53	$56.71	$30.53
STS-1 Unbundled Local Loop- per Facility Termination	UDLS1	$456.18	$470.83	$392.61	$436.95	$497.08	$427.81	$387.01	$510.30	$400.21
NRC - STS-1 - Facility Termination - 1st	UDLS1	$973.58	$770.47	$770.96	$1,091	$709.14	$975.22	$964.04	$1,091	$726.16
NRC - STS-1 - Facility Termination - Add'l	UDLS1	$547.59	$436.40	$437.71	$661.23	$402.63	$549.17	$542.73	$654.13	$411.64
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	$132.56	$108.95	$111.07	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	$129.07	$106.01	$108.14	NA	$99.46	$130.59	$128.19	NA	$100.59
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAC	$70.10	NA	$54.64	$93.12	$50.25	$68.62	$69.34	$92.52	$53.03
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAC	$70.10	NA	$54.64	$93.12	$50.25	$68.62	$69.34	$92.52	$53.03
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAC	$30.09	NA	$22.77	NA	$20.94	$28.59	$29.76	NA	$22.95
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAC	$30.09	NA	$22.77	NA	$20.94	$28.59	$29.76	NA	$22.95
Unbundled Sub-Loops										
Sub-Loop Analog										
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	USBN2	NA	$8.57	$9.12	$10.83	BFR	NA	NA	NA	$9.79
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - 1st	USBN2	TBN	$78.28	$207.01	$459.85	TBN	TBN	TBN	TBN	$586.00
NRC - Add'l	USBN2	TBN	$58.33	$171.32	$352.89	TBN	TBN	TBN	TBN	$255.00
NRC - Disconnect Charge - 1st	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Disconnect Charge - Add'l	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	NA	$18.94	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	NA	$8.42	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	TBD	NA	NA	NA	$9.95	NA	NA	NA	NA	$9.23
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	NA	NA	NA	$9.95	NA	NA	NA	NA	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	NA	NA	NA	$9.95	NA	NA	NA	NA	TBD
NRC - 1st	TBD	NA	NA	NA	$459.85	NA	NA	NA	NA	$587.00
NRC - Add'l	TBD	NA	NA	NA	$352.89	NA	NA	NA	NA	$255.00
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	USBN4	TBN	$11.29	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - 1st	USBN4	TBN	$112.07	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Add'l	USBN4	TBN	$92.11	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Sub-Loop-Intrabuilding Network Cable (INC) (riser cable), 2W analog, per month	USBR2									
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - 1st	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN

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NRC - Disconnect Charge - 1st	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Sub-Loop-Intrabuilding Network Cable (INC) (riser cable), 4W analog, per month	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - 1st	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Unbundled Network Terminating Wire										
UNTW Pair, per pair, per month	UENPP	TBN	$0.67	$1.56	$1.24	NA	NA	NA	NA	$1.31
Site Visit Survey, per MDU/MTU Complex, NRC	UENVS	TBN	$225.00	$225.00	$225.00	NA	NA	NA	NA	$225.00
Site Visit Set-Up – Terminal Preparation, per terminal										
NRC - 1st terminal	UENSS	TBN	$98.00	$98.00	$98.00	TBN	TBN	TBN	TBN	$98.00
NRC - Add'l terminal	UENSS	TBN	$65.00	$65.00	$65.00	TBN	TBN	TBN	TBN	$65.00
Access Terminal Provisioning & 1st 25 pair panel (SPOI), per terminal, NRC	UEN1T	TBN	$110.00	$110.00	$110.00	TBN	TBN	TBN	TBN	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	UEN2T	TBN	$35.00	$35.00	$35.00	TBN	TBN	TBN	TBN	$35.00
UNTW Pair Provisioning, per pair, NRC	UENPP	TBN	$9.00	$9.00	$9.00	TBN	TBN	TBN	TBN	$9.00
Service Visit for Provisioning, per request, per premises, NRC	UENSV	TBN	$55.00	$55.00	$55.00	TBN	TBN	TBN	TBN	$55.00
Manual Service Order, NRC	MOCLA	TBN	$45.00	$45.00	$45.00	TBN	TBN	TBN	TBN	$45.00
Sub-Loop Concentration - Channelization Sys (Outside CO)										
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	TBD	$18.94	TBD	BFR	BFR	BFR	BFR	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	TBD	$8.42	TBD	BFR	BFR	BFR	BFR	TBD
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	NA	$792.49	$724.79	$757.00	NA	NA	NA	NA	$683.78
NRC - 1st	UCT8A	NA	$640.93	$632.36	$633.94	NA	NA	NA	NA	$634.31
NRC - Add'l	UCT8A	NA	$315.03	$310.82	$311.60	NA	NA	NA	NA	$311.78
TR008 - System B (96 channel capacity - channels 97-192), per month			$155.32	$92.91	$95.60	NA	NA	NA	NA	$102.12
NRC - 1st	UCT8B	NA	$640.93	$632.36	$633.94	NA	NA	NA	NA	$634.31
NRC - Add'l	UCT8B	NA	$315.03	$310.82	$311.60	NA	NA	NA	NA	$311.78
TR303 - System A (96 channel capacity - channels 1-96), per month			$835.72	$764.42	$799.95	NA	NA	NA	NA	$726.87
NRC - 1st	UCT3A	NA	$640.93	$632.36	$633.94	NA	NA	NA	NA	$634.31
NRC - Add'l	UCT3A	NA	$315.03	$310.82	$311.60	NA	NA	NA	NA	$311.78
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	NA	$198.55	$132.54	$138.55	NA	NA	NA	NA	$145.21
NRC - 1st	UCT3B	NA	$640.93	$632.36	$633.94	NA	NA	NA	NA	$634.31
NRC - Add'l	UCT3B	NA	$315.03	$310.82	$311.60	NA	NA	NA	NA	$311.78
DS1 Feeder Interface, per month	UCTFS	NA	$78.43	$72.12	$77.02	NA	NA	NA	NA	$76.73
NRC 1st	UCTFS	NA	$422.74	$425.74	$418.13	NA	NA	NA	NA	$418.37
NRC Add'l	UCTFS	NA	$200.74	$198.06	$198.56	NA	NA	NA	NA	$198.67
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	NA	$2.62	$2.38	$2.68	NA	NA	NA	NA	$2.61
NRC 1st	TBD	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC Add'l	TBD	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Channel Interface - 2 Wire ISDN, per month	ULCC1	NA	$10.49	$9.53	$10.72	NA	NA	NA	NA	$10.43
NRC 1st	ULCC1	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95

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	NRC Add'l	ULCC1	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month		TBD	NA	$15.59	$14.17	$15.94	NA	NA	NA	NA	$15.51
	NRC 1st	TBD	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
	NRC Add'l	TBD	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Channel Interface - 4 Wire Voice, per month		ULCC4	NA	$9.30	$8.45	$9.50	NA	NA	NA	NA	$9.26
	NRC 1st	ULCC4	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
	NRC Add'l	ULCC4	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Test Circuit, per month			NA	$45.46	$41.30	$46.44	NA	NA	NA	NA	$45.22
	NRC 1st	UCTTC	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
	NRC Add'l	UCTTC	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Channel Interface - Digital 56Kbps, per month		ULCC5	NA	$13.78	$12.51	$14.08	NA	NA	NA	NA	$13.71
	NRC 1st	ULCC5	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
	NRC Add'l	ULCC5	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Channel Interface - Digital 64Kbps, per month		ULCC6	NA	$13.78	$12.51	$14.08	NA	NA	NA	NA	$13.71
	NRC 1st	ULCC6	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
	NRC Add'l	ULCC6	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Loop Concentration System (Inside C.O.)											
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	TBD	$18.94	TBD	$18.14	$25.52	TBD	$44.06	TBD
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	TBD	$8.42	TBD	$8.06	$11.34	TBD	$13.55	TBD
TR008 -System A (96 channel capacity - channels 1-96), per month		UCT8A	$327.44	$400.33	$316.63	$394.00	$308.74	$454.79	$375.96	$399.21	$380.06
	NRC - 1st	UCT8A	$1,115.10	$1,128.75	$1,111.95	$1,116.15	$1,117.20	$1,115.10	$1,113.00	$1,119.30	$1,114.05
	NRC - Add'l	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR008 -System B (96 channel capacity - channels 97-192), per month		UCT8B	$67.41	$70.48	$65.27	$72.21	$76.58	$73.30	$65.98	$71.91	$68.71
	NRC - 1st	UCT8B	$464.57	$470.41	$463.37	$465.11	$465.64	$464.71	$463.74	$466.38	$464.21
	NRC - Add'l	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System A (96 channel capacity - channels 1-96), per month		UCT3A	$375.18	$450.24	$362.87	$445.14	$385.97	$506.70	$422.68	$450.13	$428.73
	NRC - 1st	UCT3A	$1,115.10	$1,128.75	$1,111.95	$1,116.15	$1,117.20	$1,115.10	$1,113.00	$1,119.30	$1,114.05
	NRC - Add'l	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System B (96 channel capacity - channels 97-192), per month		UCT3B	$111.30	$118.76	$110.02	$121.45	$129.05	$123.52	$111.17	$121.16	$115.79
	NRC - 1st	UCT3B	$464.57	$470.41	$463.37	$465.11	$465.64	$464.71	$463.74	$466.38	$464.21
	NRC - Add'l	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Interface, per month		UCTCO	$6.42	$6.47	$6.15	$403.20	$7.35	$6.99	$6.27	$6.79	$6.49
	NRC 1st	UCTCO	$367.70	$372.32	$366.72	$132.18	$368.54	$367.80	$367.04	$369.13	$367.41
	NRC Add'l	UCTCO	$132.03	$133.69	$130.63	$132.18	$132.33	$132.07	$131.79	$132.54	$131.92
Channel Interface - 2 Wire Voice - Loop Start , per month		TBD	$2.55	$2.66	$2.44	$2.79	$2.91	$2.77	$2.48	$2.69	$2.58
	NRC 1st	TBD	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
	NRC Add'l	TBD	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - 2 Wire ISDN, per month		ULCC1	$10.19	$10.67	$9.76	$11.18	$11.66	$11.10	$9.95	$10.76	$10.30
	NRC 1st	ULCC1	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
	NRC Add'l	ULCC1	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month		TBD	$15.15	$15.85	$14.51	$16.62	$17.33	$16.46	$14.80	$16.01	$15.32
	NRC 1st	TBD	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
	NRC Add'l	TBD	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - 4 Wire Voice, per month		ULCC4	$9.04	$9.44	$8.65	$9.91	$10.34	$9.83	$8.82	$9.55	$9.13
	NRC 1st	ULCC4	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
	NRC Add'l	ULCC4	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Test Circuit, per month		UCTTC	$44.16	$46.14	$42.30	$48.43	$50.53	$47.85	$43.13	$46.66	$44.65
	NRC 1st	UCTTC	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
	NRC Add'l	UCTTC	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - Digital 56Kbps, per month		ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	NRC 1st	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

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	NRC Add'l	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Channel Interface - Digital 64Kbps, per month		ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	NRC 1st	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	NRC Add'l	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
DARK FIBER											
Per four fiber strands, per route mile or fraction thereof, per month		1L5DF	$59.84	$55.35	$44.22	$64.64	$65.29	$70.35	$49.88	$72.45	$52.67
	NRC - Per each four-fiber dark fiber arrangement - 1st	1L5DF	$2,518.66	$1,715.61	$1,355.29	$2,304.00	$1,685.19	$2,389.99	$2,277.00	$2,406.00	$1,672.44
	NRC - Per each four-fiber dark fiber arrangement - Add'l	1L5DF	$835.08	$622.68	$273.69	$740.93	$580.11	$804.32	$733.08	$765.30	$509.09
NOTES:											
1	In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.										
2	Deaveraged Loop Rates by Zone will be available effective May 1, 2000. The status of rates shown by state is as follows:										
	Alabama - Proposed rates.										
	Florida - Interim rates established in Joint Stipulation and signed by parties in December, 1999; Docket No. 990649-TP. These rates will be replaced by permanent rates in October, 2000.										
	Georgia - Rates established in Joint Stipulation and signed by parties in December, 2000, Docket Nos. 5825-U, 7061-U, and 10692-U.										
	Kentucky - Rates established in Joint Stipulation and signed by parties in January, 2000; Admin. Case No. 382.										
	Louisiana - Proposed rates.										
	Mississippi - Proposed rates.										
	North Carolina - To be decided.										
	South Carolina - Proposed rates.										
	Tennessee - Proposed rates.										

THE PROPOSED RATES ARE FOR DISCUSSION PRUPOSES ONLY AND ARE SUBJECT TO REVISION

BELLSOUTH/CLEC-1 RATES NETWORK ELEMENTS
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PORTS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL EXCHANGE SWITCHING (PORTS)										
2-Wire Analog Line Port (Res., Bus.), per month										
2- wire voice unbundled port - residence	UEPRL	$2.07	2.00 - Note 1	1.85 - Note 1	2.61 - Note 1	$2.20	$2.11	2.00 - Note 1	$2.35	1.90 - Note 1
2-wire voice unbundled port with caller ID - residence	UEPRC	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled port outgoing only - residence	UEPRO	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$2.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID -	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$2.35	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
2-wire voice unbundled port without Caller ID	UEPBL	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled outgoing only port	UEPBO	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled area plus port with Caller ID	UEPBM	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$2.35	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
Non-Recurring Charges (NRC) - 1st (Residence)										
2- wire voice unbundled port - residence	UEPRL	$21.93	$38.00	$17.16	$37.78	$16.43	$22.98	$24.04	$24.98	~~BST GSST~~ A4.3.2
2-wire voice unbundled port with caller ID - residence	UEPRC	$21.93	$38.00	$17.16	$37.78	$16.43	$22.98	$24.04	$24.98	~~BST GSST~~ A4.3.3
2-wire voice unbundled port outgoing only - residence	UEPRO	$21.93	$38.00	$17.16	$37.78	$16.43	$22.98	$24.04	$24.98	~~BST GSST~~ A4.3.4
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$21.93	$38.00	$17.16	$37.78	$16.43	$22.98	$24.04	$24.98	~~BST GSST~~ A4.3.5
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$38.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
~~2-wire voice unbundled South Carolina Area Calling port with Caller ID -~~ residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
~~2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence~~ (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	~~BST GSST~~ A4.3.10
~~2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence~~ (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	~~BST GSST~~ A4.3.11
~~2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence~~ (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	~~BST GSST~~ A4.3.12

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2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.13
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.14
2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	$21.93	$38.00	$17.16	$37.78	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.15
NRC - Add'l (Residence)										
2- wire voice unbundled port - residence	UEPRL	$21.93	$15.00	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.3
2-wire voice unbundled port with caller ID - residence	UEPRC	$21.93	$15.00	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.4
2-wire voice unbundled port outgoing only - residence	UEPRO	$21.93	$15.00	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.5
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$21.93	$15.00	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.6
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$15.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.11
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.12
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.13
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.14
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.15
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	$21.93	$15.00	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.16
NRC - 1st (Business)										
2-wire Voice Unbundled Port without Caller ID	UEPBL	$21.93	$38.00	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.4
2-wire voice unbundled port with Caller ID	UEPBC	$21.93	$38.00	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.5
2-wire voice unbundled outgoing only port	UEPBO	$21.93	$38.00	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.6
2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	$21.93	$38.00	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.7
2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	$21.93	$38.00	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.8
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID+E587 (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.11
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.12
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.13
NRC - Add'l (Business)	UEPBL	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	BST GSST
2-wire voice unbundled port without Caller ID	UEPBL	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.5
2-wire voice unbundled port with Caller ID	UEPBC	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.6

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2-wire voice unbundled outgoing only port	UEPBO	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	~~BST GSST~~ A4.3.7
2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	~~BST GSST~~ A4.3.8
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	~~BST GSST~~ A4.3.9
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
~~2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option~~ (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	~~BST GSST~~ A4.3.12
~~2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option~~ (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	~~BST GSST~~ A4.3.13
~~2-wire voice unbundled TN Bus 2-way Collierville and Memphis Locall Calling Port~~ (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	~~BST GSST~~ A4.3.14
NRC - Disconnect Charge - 1st										
2- wire voice unbundled port - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port with caller ID - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port outgoing only - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled area plus port with caller ID - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID -		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port without Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port with Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled outgoing only Port		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled Area Plus Port with Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled Incoming only Port with Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundles SC Bus Area Calling Port with Caller ID (LMB)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l										
2- wire voice unbundled port - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port with caller ID - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port outgoing only - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled area plus port with caller ID - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID -		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence		NA	NA	NA	NA	$4.38	$6.56	NA	NA	NA

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2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port without Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port with Caler ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled outgoing only port		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled Area Plus Port with Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled incoming only port with Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$10.39	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$1.44	NA	NA	NA	NA	NA	NA	NA	NA
All available features, per month	UEPVF	$5.55	NA	NA	NA	$8.28	$6.75	NA	$6.29	NA
NRC - 1st (all types)		$24.72	NA	NA	NA	NA	$21.42	NA	$36.24	NA
NRC - Add'l (all types)		$24.72	NA	NA	NA	NA	$21.42	NA	$36.24	NA
NRC - Disconnect Charge - 1st		$18.41	NA	NA	NA	NA	$19.68	NA	NA	NA
NRC - Disconnect Charge - Add'l		$18.41	NA	NA	NA	NA	$19.68	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	NA	NA	NA	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	NA	NA	NA	$11.34	NA	$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	NA	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$1.44	NA	NA	NA	NA	NA	NA	NA	NA
Three available feature, per month	UEPVF	NA	NA	NA	NA	$8.28	$3.31	NA	$3.03	NA
NRC - 1st (all types)		NA	NA	NA	NA	NA	$3.06	NA	$4.53	NA
NRC - Add'l (all types)		NA	NA	NA	NA	NA	$3.06	NA	$4.53	NA
NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	$8.20	NA	NA	NA
NRC - Disconnect Charge - Add'l		NA	NA	NA	NA	NA	$8.20	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-Wire Analog VG Port, per month	UEP4A	NA	$9.14	$8.47	NA	$10.13	$9.60	$3.15	$2.28	NA
NRC - 1st	UEP4A	NA	$5.86	$17.16	NA	$16.43	$22.98	$24.17	$3.50	NA
NRC - Add'l	UEP4A	NA	$5.86	$17.16	NA	$16.43	$22.98	$9.63	$3.50	NA
NRC - Disconnect Charge - 1st	BFR	NA	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	BFR	NA	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	$8.94	$16.06	NA	NA	NA
2-Wire DID Port, per month	UEPP2	$12.08	TBD	$11.35	NA	$13.12	$14.63	$12.68	$12.08	$12.68
NRC - 1st	UEPP2	$50.00	TBD	$61.91	NA	$59.28	$83.09	$50.00	$50.00	BST GSST A4.3.1
NRC - Add'l	UEPP2	$18.00	TBD	$61.91	NA	$59.28	$83.09	$18.00	$50.00	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	UEPP2	NA	NA	NA	NA	$9.20	$13.48	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPP2	NA	NA	NA	NA	$9.20	$13.48	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	$10.39	$16.07	NA	NA	NA

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4-Wire DS1 Port w/DID capability, per month	UEPDD	$130.23	$125.00	$120.80	NA	$149.27	$146.46	$120.00	$130.23	$120.00
NRC - 1st	UEPDD	$50.00	$112.00	$89.44	NA	$85.63	$117.81	$145.00	$60.00	To be negotiated
NRC - Add'l	UEPDD	$18.00	$91.00	$52.46	NA	$50.23	$71.18	$126.09	$60.00	To be negotiated
NRC - Disconnect Charge - 1st	UEPDD	NA	NA	NA	NA	$8.82	$12.94	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPDD	NA	NA	NA	NA	$8.82	$12.94	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	$10.39	$16.06	NA	NA	NA
2-Wire ISDN Port(2) (3), per month	U1PMA	$16.42	$13.00	$13.47	$12.33	$23.33	$51.91	$12.50	$33.74	$1.90
NRC - 1st	U1PMA	$63.24	$88.00	$47.37	$90.48	$45.35	$63.59	$75.81	$65.79	BST GSST A4.3.1
NRC - Add'l	U1PMA	$63.24	$66.00	$47.37	$84.53	$45.35	$63.59	$56.91	$65.79	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	U1PMA	$5.69	NA	NA	NA	$4.31	$7.04	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1PMA	$5.69	NA	NA	NA	$4.31	$7.04	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$56.19	NA	$39.98	NA	$38.29	$53.87	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$56.19	NA	$39.98	NA	$38.29	$53.87	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$12.97	NA	NA	NA	$6.65	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$12.97	NA	NA	NA	$6.65	$11.34	NA	NA	NA
NRC - User Profile per B Channel (4)	U1UMA	NA	NA	NA	$5.61	NA	NA	NA	NA	NA
2-Wire ISDN Port(2) (3) including all available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	$38.68	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	$106.40	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	$106.40	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
2-Wire ISDN Port(2) (3) including three available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	$36.01	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	$70.32	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	$70.32	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
4-Wire ISDN DS1 Port, per month	UEPEX	$186.02	NA	$163.16	NA	$194.72	$213.21	$246.00	$214.79	$308.00
NRC - 1st	UEPEX	$244.85	NA	$186.80	NA	$181.89	$244.12	$113.86	$278.37	To be negotiated
NRC - Add'l	UEPEX	$244.85	NA	$186.80	NA	$181.89	$244.12	$95.80	$278.37	To be negotiated
NRC - Disconnect Charge - 1st	UEPEX	$51.19	NA	NA	NA	$27.11	$53.32	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPEX	$51.19	NA	NA	NA	$27.11	$53.32	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$54.75	NA	$37.88	NA	$33.18	$51.03	NA	$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$54.75	NA	$37.88	NA	$33.18	$51.03	NA	$65.48	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$11.53	NA	NA	NA	$7.73	$8.51	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$11.53	NA	NA	NA	$7.73	$8.51	NA	NA	NA
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	NA	NA	NA	$275.48	NA	NA	NA	$251.00	NA
NRC - 1st	UEPEX	NA	NA	NA	$181.27	NA	NA	NA	$311.73	NA
NRC - Add'l	UEPEX	NA	NA	NA	$116.42	NA	NA	NA	$311.73	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$65.48	NA
2-Wire Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90

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

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	LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
	LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
	TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
	TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$21.93	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
	2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$24.36	NA
	2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Add'l										

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		2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$21.93	NA	NA	NA	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$37.47	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$38.47	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$39.47	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$24.36	NA

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	2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Disconnect Charge - 1st										
	2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		$6.21	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA	NA	NA	NA	$3.77	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	$3.77	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA	NA	NA	NA	NA	$6.56	NA	NA	NA

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

THE PROPOSED RATES ARE FOR DISCUSSION PRUPOSES ONLY AND ARE SUBJECT TO REVISION

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2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA	NA	NA	NA	NA	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	NA	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$14.46	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$8.94	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$0.48	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Analog Line Port (PBX) including all available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	$8.67	NA
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	$60.60	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	$60.60	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$14.46	NA
2-Wire Analog Line Port (PBX) including three available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	$5.38	NA
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	$28.89	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	$28.89	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$14.46	NA
2-Wire Analog Hunting, per line per month	HTGUX	See features	NA	NA	$0.29	NA	See features	NA	See features	NA
NRC - 1st	HTGUX	See features	NA	NA	$2.14	NA	See features	NA	See features	NA
NRC - Add'l	HTGUX	See features	NA	NA	$2.14	NA	See features	NA	See features	NA
Coin Port, per month		$2.34	NA	$2.05	$3.04	$2.50	$2.32	NA	$2.77	$1.90
NRC - 1st		$21.93	NA	$17.16	$40.71	$16.43	$22.98	NA	$24.75	BST GSST A4.3.1
NRC - Add'l		$21.93	NA	$17.16	$40.71	$16.43	$22.98	NA	$24.75	BST GSST A4.3.1
NRC - Disconnect Charge - 1st		$5.21	NA	NA	NA	$4.15	$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l		$5.21	NA	NA	NA	$4.15	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	$43.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$14.57	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$16.33	NA	NA	NA	$9.86	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$0.48	NA	NA	NA	NA	NA	NA	NA	NA
VERTICAL FEATURES										
Local Switching Features offered with Port, Per month	N/A	NA	No add'l	NA	No add'l	$8.28	NA	NA	See above	NA
Three-Way Calling, per month		$1.12	NA	NA	NA	NA	$1.32	NA	$1.10	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Customer Changeable Speed Calling, per month		$0.08	NA	NA	NA	NA	$0.0755	NA	$0.1247	NA

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NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Waiting		$0.03	NA	NA	NA	NA	$0.033	NA	$0.0665	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Remote Activation of Call Fordwarding, per month		$0.18	NA	NA	NA	NA	$0.4859	NA	$0.3743	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Cancel Call Waiting, per month		$0.01	NA	NA	NA	NA	$0.0082	NA	$0.0099	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Automatic Callback, per month		$0.29	NA	NA	NA	NA	$0.9977	NA	$0.8015	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Automatic Recall, per month		$0.28	NA	NA	NA	NA	$0.3164	NA	$0.3102	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Calling Number Delivery, per month		$0.22	NA	NA	NA	NA	$0.1817	NA	$0.3272	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Calling Number Delivery Blocking, per month		$1.17	NA	NA	NA	NA	$0.9913	NA	$0.3684	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Customer Originated Trace, per month		$0.14	NA	NA	NA	NA	$0.1918	NA	$0.1402	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Rejection, per month		$0.13	NA	NA	NA	NA	$0.1721	NA	$0.1528	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Forwarding, per month		$0.05	NA	NA	NA	NA	$0.1050	NA	$0.1287	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Acceptance, per month		$0.29	NA	NA	NA	NA	$0.4010	NA	$0.3283	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multiline Hunt Service (Rotary)										
Service per line, (In addition to port) , per month		$0.11	NA	NA	NA	NA	$0.1271	NA	$0.1301	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Variable, per month		$0.05	NA	NA	NA	NA	$0.0474	NA	$0.0768	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Busy Line, per month		$0.03	NA	NA	NA	NA	$0.0279	NA	$0.0603	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Don't Answer All Calls, per month		$0.03	NA	NA	NA	NA	$0.0308	NA	$0.0655	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Remote Call Forwarding, per month		$1.36	NA	NA	NA	NA	$1.47	NA	$1.41	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Transfer, per month		$0.12	NA	NA	NA	NA	$0.1404	NA	$0.1392	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Hold, per month		$0.03	NA	NA	NA	NA	$0.0190	NA	$0.0677	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA

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NRC – Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Toll Restricted Service, per month		$0.04	NA	NA	NA	NA	$0.0387	NA	$0.0743	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Message Waiting Indicator – Stutter Dial Tone, per month		$0.03	NA	NA	NA	NA	$0.0356	NA	$0.0318	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Anonymous Call Rejection, per month		$0.93	NA	NA	NA	NA	$0.9519	NA	$1.13	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Shared Call Appearances of a DN, per month		$0.41	NA	NA	NA	NA	$0.5015	NA	$0.3513	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multiple Call Appearances, per month		$0.09	NA	NA	NA	NA	$0.0932	NA	$0.0891	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
ISDN Bridged Call Exclusion, per month		$0.00	NA	NA	NA	NA	$0.0013	NA	$0.0013	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call by Call Access, per month		$28.29	NA	NA	NA	NA	$50.89	NA	$0.3621	NA
NRC		$28.94	NA	NA	NA	NA	$28.61	NA	$33.36	NA
NRC - Disconnect		$5.22	NA	NA	NA	NA	$5.16	NA	NA	NA
Privacy Release, per month		$0.01	NA	NA	NA	NA	$0.0030	NA	$0.0116	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multi Appearance Directory Number Calls, per month		$0.10	NA	NA	NA	NA	$0.1115	NA	$0.1048	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Make Set Busy, per month		$0.01	NA	NA	NA	NA	$0.0013	NA	$0.0101	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Teen Service (Res. Dist. Alerting Service), per month		$0.15	NA	NA	NA	NA	$0.1071	NA	$0.2149	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Code Restriction and Diversion, per month		$0.04	NA	NA	NA	NA	$0.0464	NA	$0.0708	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Park, per month		$0.04	NA	NA	NA	NA	$0.0443	NA	$0.0694	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Automatic Line, per month		$0.09	NA	NA	NA	NA	$0.1111	NA	$0.1179	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
2-WIRE ISDN BRI FEATURES										
Shared Primary Number-First Appr On Each Add'l Terminal	DS1FJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Secondary Only Dn (Shared/Non-Shared) First Appearance	LLDSF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Secondary Only Dn-First Appr On Each Add'l Term	DS1F1	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Non-ISDN DN	DOE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Privacy Release	DS1FU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Exclusion	DS1FM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable-Voice Or Voice/Data	LLNCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Data	LLOCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Feature Button – Voice	GJXCF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Feature Button – Data	LLPCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line – Voice Or Voice/Data	LLQCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

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Call Forwarding Busy Line – Data	LLRCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Frwdng Busy Line–Prgrmmbl–Voice Or Voice/Data	M6AVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line – Programmable - Data	M6ADF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Voice Or Voice/Data	LLSCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Data	LLUCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwdng Don't Answer–Prgrmmble Voice Or Voice/Data	M6BVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Programmable - Data	M6BDF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Frwdng Multiple Simultaneous – Voice Or Voice/Data	M6CV5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Multiple Simultaneous – Data	M6CD5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Conference, Drop, Hold And Transfer	DS1FN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Six-Way Conference, Drop, Hold And Transfer	LLY6P	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multi-Line Hunt Group – Voice Or Voice/Data	HTG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multi-Line Hunt Group – Data	HTGSD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Speed Calling	LLZSU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Visual Message Waiting Indicator	LLAVP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Audible Message Waiting Indicator	MWW	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Call Appearance, PDN Or DN	DS1FG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Tracing	NST	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return	NSS	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Preferred Call Forwarding	NCE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Block	NSY	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing	NSQ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Agencies/Law Enforcement	NOB	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For General Public	NOBPC	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub, And Non-Listed Customer	NOBPP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return Denial Of, Per Activation	BCR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing, Denial Of, Per Activation	BRD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Automatic Line/Direct Connect	M6GN9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy	M6MPD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Selective Call Acceptance	M6K16	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Park/Call Retrieve	M6HP6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Transfer System Exception	M6QTD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy – Intragroup	M6MGD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Customized Code Restrictions	CREX+	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listings	CLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listing No Rate	FLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Cross Reference Listing	LLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-Pub Listing No Rate	NP3	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing	NLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing No Rate	NLE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Alternate Call Listing	FNA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Service Order Charge	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Selective Class Of Call Screening	SRG++	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
ISDN Message Waiting Indication-Lamp, per month		$0.01	NA	NA	NA	NA	$0.0105	NA	$0.0138	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
ISDN Feature Function Buttons		NA	NA	NA	NA	NA	NA	NA		
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Subsequent Ordering Charge – (per order, per line)		NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic - 1st		$2.88	NA	NA	NA	NA	$2.84	NA	$1.36	NA
NRC - Electronic - Add'l		$0.96	NA	NA	NA	NA	$0.95	NA	$0.71	NA

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	NRC - Manual - 1st		$4.80	NA	NA	NA	NA	$4.73	NA	$7.35	NA
	NRC - Manual - Add'l		$0.96	NA	NA	NA	NA	$0.95	NA	$0.95	NA
	NRC - Disconnect		$2.88	NA	NA	NA	NA	$2.84	NA	NA	NA
End Office Switching (Port Usage)											
	End Office Switching Function, per mou	N/A	$0.0018	$0.0175	$0.0016333	$0.002562	$0.0021	$0.0023771	$0.004	$0.0019295	$0.0019
	End Office Switching Function, add'l mou (5)	N/A	NA	$0.005	NA	NA	NA	NA	NA	NA	NA
	End Office Interoffice Trunk Port---Shared, per mou	N/A	$0.0002	NA	$0.0001564	NA	$0.0002	$0.0001927	NA	$0.0002581	NA
Tandem Switching (Port Usage) (Local or Access Tandem)											
	Tandem Switching Function per mou	N/A	$0.00063	$0.00029	$0.0006757	$0.001096	$0.0008	$0.0007834	$0.0015	$0.0006843	$0.000676
	Tandem Interoffice Trunk Port - Shared per mou			NA	$0.0002126	NA	$0.0003	$0.0002834	NA	$0.0004034	NA
NOTES:											
1	Port rate includes all available features.										
2	Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.										
3	Access to B Channel or D Channel Packet capabilities will be avail- able only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.										
4	This rate element is for those states which have a specific rate for User Profile per B Channel										
5	This rate element is for use in those states with a different rate for additional										

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
INTEROFFICE TRANSPORT										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00004	$0.0000121	$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	$0.00045	$0.0005	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00036	$0.0004672	$0.00036
Interoffice Channel - Dedicated Transport - VG										
Interoffice Channel - Dedicated Transport - 2-Wire VG - per mile	1L5XX	$0.03390	NA	$0.0222	$0.03	$0.0384	$0.0323	$0.03	$0.0373	$0.0173
Interoffice Channel - Dedicated Transport - 2-Wire VG - facility termination per month	U1TV2	$18.49	NA	$17.07	$27.66	$19.10	$21.33	$18.01	$21.42	$18.33
NRC - 1st	U1TV2	$144.27	NA	$79.61	$142.31	$104.23	$144.77	$138.19	$136.44	$83.35
NRC - Add'l	U1TV2	$54.15	NA	$36.08	$56.21	$39.91	$56.06	$52.85	$51.37	$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	$37.21	$26.20	$36.86	$176.31	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$40.54	NA	$18.94	$37.21	$26.20	$36.86	$90.97	$39.63	$31.63
Interoffice Channel - Dedicated Transport - DS0 - 56/64 KBPS										
Interoffice Channel - Dedicated Transport - DS0 - per mile per month	1L5XX	$0.0339	$0.0252	$0.0222	$0.03	$0.0384	$0.0323	$0.03	$0.0373	$0.17
Interoffice Channel - Dedicated Transport - DS0 - facility termination per month	U1TD6	$17.81	$21.33	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
NRC - 1st	U1TD6	$144.27	$137.15	$79.61	$142.31	$104.23	$144.77	$138.19	$136.44	$83.35
NRC - Add'l	U1TD6	$54.15	$64.45	$36.08	$56.21	$39.91	$56.06	$52.85	$51.37	$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	$37.21	$26.20	$36.86	$176.31	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$40.34	NA	$18.94	$37.21	$26.20	$36.86	$90.97	$39.63	$31.63
Interoffice Channel - Dedicated Transport - DS1										
Interoffice Channel - Dedicated Transport - DS1- per mile per month	1L5XX	$0.69	$0.6013	$0.4523	$0.45	$0.7831	$0.6598	$0.5759	$0.7598	$0.3525
Interoffice Channel - Dedicated Transport - DS1 facility termination per month	U1TF1	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$71.32	$94.98	$75.83
NRC - 1st	U1TF1	$223.59	$45.91	$147.07	$298.18	$160.49	$222.81	$218.28	$216.27	$166.53
NRC - Add'l	U1TF1	$168.60	$44.18	$111.75	$231.23	$123.03	$168.92	$164.55	$162.70	$124.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	NA	$26.20	$36.83	$38.12	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$40.34	NA	$18.94	NA	$26.20	$36.86	$38.12	$39.63	$31.63
Interoffice Channel - Dedicated Transport - DS3										
Interoffice Channel - Dedicated Transport - DS3 - per mile per month	1L5XX	$11.93	$10.25	$7.07	$12.06	$16.15	$15.02	$11.62	$19.14	$6.88
Interoffice Channel - Dedicated Transport - DS3 - facility termination per month	U1TF3	$736.60	$994.83	$743.41	$1,112.02	$1,131.09	$744.38	$815.01	$904.49	$840.61
NRC - 1st	U1TF3	$877.36	$884.71	$878.95	$858.75	$883.62	$812.30	$854.47	$856.96	$877.70
NRC - Add'l	U1TF3	$540.46	$552.81	$542.61	$524.95	$545.50	$596.55	$521.23	$522.20	$540.32
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$101.69	NA	$98.49	$94.57	$99.02	$92.05	$97.23	$99.09	$102.75
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$101.69	NA	$98.49	$94.57	$101.69	$92.05	$97.23	$99.09	$102.75
Interoffice Channel - Dedicated Transport - STS-1										
Interoffice Channel - Dedicated Transport - STS-1 - per mile per month	1L5XX	$11.93	$10.25	$7.07	$12.06	$16.15	$13.48	$11.62	$19.14	$6.88
Interoffice Channel - Dedicated Transport - STS-1 - facility termination per month	U1TFS	$733.93	$966.49	$733.72	$1,088.67	$1,114.68	$692.52	$814.72	$944.40	$838.65
NRC - 1st	U1TFS	$858.02	$868.23	$856.62	$858.75	$861.17	$858.15	$857.29	$861.20	$858.26
NRC - Add'l	U1TFS	$524.50	$530.74	$523.64	$524.94	$526.42	$524.58	$524.05	$526.44	$525.25
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$94.49	$95.61	$94.34	$94.57	$94.84	$94.50	$94.41	$94.84	$94.63
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$94.49	$95.61	$94.34	$94.57	$94.84	$94.50	$94.41	$94.84	$94.63
Local Channel - Dedicated Transport										
Local Channel - Dedicated Transport - 2-Wire VG										
Monthly Recurring	ULDV2	$14.61	$18.02	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
NRC - 1st	ULDV2	$572.46	$477.33	$382.95	$597.14	$401.17	$565.31	$556.57	$554.00	$254.14
NRC - Add'l	ULDV2	$92.07	$124.32	$62.40	$110.52	$66.35	$93.30	$90.19	$88.58	$28.96
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$45.12	NA	$18.94	$41.46	$29.54	$41.57	$598.80	$43.75	$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$18.73	NA	$8.42	NA	$19.46	$27.39	$102.94	$13.55	$23.84
Local Channel - Dedicated Transport - 4-Wire VG										
Monthly Recurring	ULDD6	$15.77	$19.01	$14.99	$23.38	$16.21	$19.03	$15.88	$18.05	$20.14
NRC - 1st	ULDD6	$581.14	$77.33	$368.44	$585.15	$407.11	$573.83	$565.05	$562.46	$257.05
NRC - Add'l	ULDD6	$95.21	$124.32	$64.05	$98.53	$68.61	$96.40	$93.16	$91.57	$30.34
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$45.12	NA	$18.94	$98.53	$29.54	$41.57	$607.28	$43.64	$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$18.73	NA	$8.42	$11.99	$19.46	$27.39	$105.94	$13.55	$23.84
Local Channel - Dedicated Transport - DS1										

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Monthly Recurring	TMECS	$35.52	$44.35	$38.36	$43.80	$43.80	$38.91	$35.69	$37.20	$40.27
NRC - 1st	TMECS	$549.85	$246.50	$356.15	$538.95	$396.86	$588.53	$537.66	$534.81	$343.71
NRC - Add'l	TMECS	$475.02	$230.49	$312.89	$464.94	$342.92	$501.32	$465.45	$462.81	$277.86
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$91.22	NA	$44.22	$87.71	$61.82	$81.30	$623.92	$87.99	$23.51
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA	NA	NA	NA	NA	NA	$467.22	$3.11	$21.75
Local Channel - Dedicated Transport – DS3										
DS3 - per mile per month	1L5NC	$34.21	$30.65	$23.06	$34.00	$30.34	NA	NA	$44.13	$23.76
DS3 - Facility Termination per month	ULDF3	$536.23	$598.84	$531.90	$635.09	$669.01	NA	NA	$582.93	$607.28
NRC - 1st	ULDF3	$877.36	$884.71	$878.95	$858.75	$883.62	$858.15	$854.47	$856.96	$877.70
NRC - Add'l	ULDF3	$540.46	$552.81	$542.61	$524.95	$545.50	$524.58	$521.23	$522.20	$540.32
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$101.69	NA	$98.49	NA	$99.02	NA	NA	NA	$102.75
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$101.69	NA	$98.49	NA	$99.02	NA	NA	NA	$102.75
Local Channel - Dedicated Transport – STS-1										
STS-1 - per mile per month	1L5NC	$24.82	$27.61	$19.93	$30.04	$29.89	$38.98	$24.39	$29.97	$25.11
STS-1 - Facility Termination per month	ULDFS	$502.62	$681.61	$516.91	$610.64	$693.02	$531.39	$555.92	$556.66	$615.65
NRC - 1st	ULDFS	$1,084.17	$1,097.06	$1,082.37	$1,085.09	$1,088.15	$1,084.33	$1,083.24	$1,088.19	$1,085.73
NRC - Add'l	ULDFS	$682.02	$690.14	$680.91	$682.61	$684.53	$682.13	$681.44	$684.56	$683.01
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$96.08	$97.23	$95.93	$96.17	$96.44	$96.10	$96.00	$96.44	$96.22
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$96.08	$97.23	$95.93	$96.17	$96.44	$96.10	$96.00	$96.44	$96.22
CHANNELIZATION										
DS3 Channelization (DS3 to DS1)										
per Channelized System per month	MQ3	$210.87	$213.22	$173.51	$236.32	$245.84	$229.30	$226.81	$204.07	$225.59
NRC - 1st	MQ3	$355.25	$280.12	$284.43	$425.41	$259.76	$356.80	$351.95	$423.77	$265.08
NRC - Add'l	MQ3	$245.86	$196.07	$199.98	$303.33	$182.64	$247.40	$243.76	$295.21	$185.94
NRC -1sr - Disconnect	MQ3	$78.43	$64.06	$66.76	NA	$60.96	$79.94	$77.90	NA	$61.09
NRC -Add'l - Disconnect	MQ3	$63.70	$52.60	$55.25	NA	$50.46	$65.20	$63.32	NA	$50.31
NRC - Channel System - Incremental Cost - Manual Svc. Order -1st	SOMAC	$28.44	NA	$21.61	$41.47	$19.74	$26.95	$28.13	$43.41	$21.71
NRC - Channel System - Incremental Cost - Manual Svc. Order - Add'l	SOMAC	$13.47	NA	$9.61	NA	$8.77	$11.98	$13.33	$15.36	$10.46
NRC - Channel System - Incremenatl Cost - Manual Svc. Order - Disconnect - 1st	SOMAC	$18.46	NA	$13.61	NA	$12.43	$16.97	$18.26	NA	$14.21
NRC - Channel System - Incremenatl Cost - Manual Svc. Order - Disconnect - Add	SOMAC	$1.50	NA	NA	NA	NA	NA	$1.48	NA	$1.46
per Interface per month	1PQE1	$4.53	$6.31	$7.13	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
NRC - 1st	1PQE1	$15.85	$13.39	$13.45	$15.86	$12.29	$15.85	$15.76	$15.54	$12.61
NRC - Add'l	1PQE1	$11.35	$9.59	$9.63	$11.36	$8.80	$11.35	$11.28	$11.13	$9.03
DS1 Channelization (DS1 to DS0)										
per Channelized System per month	MQ1	$139.58	$163.88	$137.97	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
NRC - 1st	MQ1	$269.98	$208.64	$212.01	$302.82	$193.63	$271.52	$267.19	$304.00	$197.21
NRC - Add'l	MQ1	$163.04	$126.61	$129.60	$184.20	$118.37	$164.56	$161.43	$178.92	$119.99
NRC -1sr - Disconnect	MQ1	$34.88	$26.42	$28.95	NA	$26.44	$36.38	$34.55	NA	$25.66
NRC -Add'l - Disconnect	MQ1	$21.32	$15.95	$18.43	NA	$16.83	$22.82	$21.14	NA	$15.81
NRC - Channel System - Incremental Cost - Manual Svc. Order -1st	SOMAC	$28.44	NA	$21.61	$41.47	$19.74	$26.95	$28.13	$43.41	$21.71
NRC - Channel System - Incremental Cost - Manual Svc. Order -Add'l	SOMAC	$13.47	NA	$9.61	$11.99	$8.77	$11.98	$13.33	$15.36	$10.46
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect -1st	SOMAC	$18.46	NA	$13.61	NA	$12.43	$16.97	$18.26	NA	$14.21
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect -Add	SOMAC	$1.50	NA	NA	NA	NA	NA	$1.48	NA	$1.46
DS1 Channization Interfaces										
per OCU-DP(data) card per month(2.4-64kbps)	1D1DD	$2.61	$3.13	$2.65	$2.94	$3.12	$2.86	$2.88	$3.36	$2.46
NRC - 1st	1D1DD	$15.85	$13.39	$13.45	$15.86	$12.29	$15.85	$15.76	$15.54	$12.61
NRC - Add'l	1D1DD	$11.35	$9.59	$9.63	$11.36	$8.80	$11.35	$11.28	$11.13	$9.03
per VG card per month	1D1VG	$1.26	$1.78	$1.48	$1.40	$1.62	$1.45	$1.64	$1.93	$1.25
NRC - 1st	1D1VG	$15.85	$13.39	$13.45	$15.86	$12.29	$15.85	$15.76	$15.54	$12.61
NRC - Add'l	1D1VG	$11.35	$9.59	$9.63	$11.36	$8.80	$11.35	$11.28	$11.13	$9.03
DARK FIBER										
Per four fiber strands, per route mile or fraction thereof, per month	UBNAX	$59.84	$55.35	$44.22	$64.64	$65.29	$70.35	$49.88	$72.45	$52.67
NRC - Per each four-fiber dry fiber arrangement - 1st	UBNAX	$2,518.66	$1,715.61	$1,355.29	$2,304.00	$1,685.19	$2,389.99	$2,277.00	$2,406.00	$1,672.44
NRC - Per each four-fiber dry fiber arrangement - Add'l	UBNAX	$835.08	$622.68	$273.69	$740.93	$580.11	$804.32	$733.08	$765.30	$509.09

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
UNBUNDLED LOOP COMBINATIONS										
Unbundled Loop/Port Combinations										
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX	This USOC to be used for Unbundled Loop when ordering Loop/Port Combination								
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	This USOC to be used for Local Number Portability when ordering Loop/Port Combinations								
Zone 1 / Top 8 MSAs in BellSouth Region										
Currently Combined										
Customers with less than 4 DS0 Equivalent										
2-Wire Voice Grade Loop with 2-Wire Line Port										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	TBD	NA	NA	$14.34	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	NA	NA	$12.59	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	NA	NA	$14.26	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	NA	NA	$21.62	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2- Wire Voice Grade Loop	TBD	Note 1	Note 1	NA	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1
RC - Exchange Port - 2-Wire Line Port	UEPLX	Note 1	Note 1	NA	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change	USACC	$10.00	$10.00	$2.01	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, with change	USACC	$10.00	$10.00	$0.3108000	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change	USAC2	$10.00	$10.00	$2.01	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change	USAC2	$10.00	$10.00	$0.3108000	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	TBD	NA	NA	$33.67	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	TBD	NA	NA	$7.88	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic	TBD	$30.00	$30.00	NA	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
RC - 2-Wire ISDN Digital Grade Loop	USL2X	$19.08	$19.08	$19.08	$19.08	$19.08	$19.08	$19.08	$19.08	$18.32
RC - Exchange Port - 2-Wire ISDN Line Side Port	UEPPB	$24.37	$24.37	$24.37	$24.37	$24.37	$24.37	$24.37	$24.37	$15.72
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$212.88
4-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
RC - 4-Wire ISDN Digital Grade Loop	USL4P	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$61.74
RC - Exchange Port - 4-Wire ISDN Digital Trunk Port	UEPPP	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$73.62
NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - 1st conversion	USACP	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$328.53
NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - Add'l conversion	USACP	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$328.53
Combination - Subsequent Channel Activity - Per Channel	USASP	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$28.39

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	NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$0.94
	NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Outward Telephone numbers	PR7TP	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$22.36
	NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$44.71
	NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Service Order Per Order	USASP	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$189.76
	All Other Loop/Port Combinations	TBD	TBN	TBN	Note 2	TBN	TBN	TBN	TBN	TBN	TBN
Customers with 4 or more DS0 Equivalent											
	2-Wire Voice Grade Loop with 2-Wire Line Port	TBD	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
	All Other Loop/Port Combinations	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Not Currently Combined											
Customers with less than 4 DS0 Equivalent											
	2-Wire Voice Grade Loop with 2-Wire Line Port										
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	TBD	NA	NA	$14.34	NA	NA	NA	NA	NA	NA
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	NA	NA	$12.59	NA	NA	NA	NA	NA	NA
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	NA	NA	$14.26	NA	NA	NA	NA	NA	NA
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	NA	NA	$21.62	NA	NA	NA	NA	NA	NA
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	RC - 2- Wire Voice Grade Loop	UEPLX	Note 3	Note 3	NA	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
	RC - Exchange Port - 2-Wire Line Port	TBD	Note 3	Note 3	NA	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change	USACC	Note 3	Note 3	$2.01	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, with change	USACC	Note 3	Note 3	$0.3108000	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change	USAC2	Note 3	Note 3	$2.01	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change	USAC2	Note 3	Note 3	$0.3108000	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - 1st	TBD	Note 3	Note 3	$33.67	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - Add'l	TBD	Note 3	Note 3	$7.88	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
	2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
	RC - 2-Wire ISDN Digital Grade Loop	USL2X	$19.08	$19.08	$19.08	$19.08	$19.08	$19.08	$19.08	$19.08	$18.32
	RC - Exchange Port - 2-Wire ISDN Line Side Port	UEPPB	$24.37	$24.37	$24.37	$24.37	$24.37	$24.37	$24.37	$24.37	$15.72
	NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$117.23
	NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$117.23
	NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$212.88
	4-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
	RC - 4-Wire ISDN Digital Grade Loop	USL4P	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$61.74
	RC - Exchange Port - 4-Wire ISDN Digital Trunk Port	UEPPP	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$73.62
	NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - 1st conversion	USACP	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$328.53

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	NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - Add'l conversion	USACP	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$328.53
	Combination - Subsequent Channel Activity - Per Channel	USASP	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$28.39
	NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$0.94
	NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Outward Telephone numbers	PR7TP	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$22.36
	NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$44.71
	NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Service Order Per Order	USASP	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$189.76
	All Other Loop/Port Combinations	TBD	TBN	TBN	Note 2	TBN	TBN	TBN	TBN	TBN	TBN
	Customers with 4 or more DS0 Equivalent										
	2-Wire Voice Grade Loop with 2-Wire Line Port	TBD	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
	All Other Loop/Port Combinations	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
All other MSAs in BellSouth Region											
Currently Combined											
	2-Wire Voice Grade Loop with 2-Wire Line Port										
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	TBD	NA	NA	$14.34	NA	NA	NA	NA	NA	NA
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	NA	NA	$12.59	NA	NA	NA	NA	NA	NA
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	NA	NA	$14.26	NA	NA	NA	NA	NA	NA
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	NA	NA	$21.62	NA	NA	NA	NA	NA	NA
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	RC - 2- Wire Voice Grade Loop	UEPLX	Note 1	Note 1	NA	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1
	RC - Exchange Port - 2-Wire Line Port	TBD	Note 1	Note 1	NA	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change	USACC	$10.00	$10.00	$2.01	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, with change	USACC	$10.00	$10.00	$0.3108000	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change	USAC2	$10.00	$10.00	$2.01	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change	USAC2	$10.00	$10.00	$0.3108000	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	TBD	NA	NA	$33.67	NA	NA	NA	NA	NA	NA
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	TBD	NA	NA	$7.88	NA	NA	NA	NA	NA	NA
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic	TBD	$30.00	$30.00	NA	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
	All Other Loop/Port Combinations	TBD	TBN	TBN	Note 2	TBN	TBN	TBN	TBN	TBN	TBN
Not Currently Combined											
	2-Wire Voice Grade Loop with 2-Wire Line Port										
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	TBD	NA	NA	$14.34	NA	NA	NA	NA	NA	NA
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	NA	NA	$12.59	NA	NA	NA	NA	NA	NA
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	NA	NA	$14.26	NA	NA	NA	NA	NA	NA
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	NA	NA	$21.62	NA	NA	NA	NA	NA	NA
	RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	RC - 2- Wire Voice Grade Loop	UEPLX	Note 3	Note 3	NC	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
	RC - Exchange Port - 2-Wire Line Port	TBD	Note 3	Note 3	NA	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3

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NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change	USACC	Note 3	Note 3	$2.01	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l. with change	USACC	Note 3	Note 3	$0.3108000	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change	USAC2	Note 3	Note 3	$2.01	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change	USAC2	Note 3	Note 3	$0.3108000	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	TBD	Note 3	Note 3	$33.67	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	TBD	Note 3	Note 3	$7.88	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
All Other Loop/Port Combinations	TBD	TBN	TBN	Note 2	TBN	TBN	TBN	TBN	TBN	TBN
MARKET RATES INCLUDING ALL VERTICAL FEATURES										
2-Wire Analog Line Port (Res., Bus.), per month	TBD	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00
NRC	TBD	$41.50	$41.50	$41.50	$41.50	$41.50	$41.50	$41.50	$41.50	$41.50
NRC - Incremental Manual Service Order	TBD	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
NRC - Incremental Manual Service Order Disconnect	TBD	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
MARKET RATES INCLUDING ALL VERTICAL FEATURES										
2-Wire Analog Line Port (Res., Bus.), per month	TBD	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00
NRC	TBD	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
NRC - Incremental Manual Service Order	TBD	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
NRC - Incremental Manual Service Order Disconnect	TBD	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00

NOTES:

1. In the absence of ordered rates by a State Commission, the rates for Currently Combined combinations of loop and port network elements will be the sum of the stand alone recurring rates of the UNEs which make up the combinations.

2. For Georgia, on an interim basis, for those currently combined port/loop combinations defined by the Georgia Public Service Commission as not currently combined, the non-recurring and recurring rates for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring rates of the UNEs which make up the combinations.

3. Where BellSouth is not required to provide combinations of loop/port network elements, the rates for the 2-wire voice grade loop with 2-wire line port combination will be as follows: the recurring charges will be the sum of the stand-alone UNE loop rates and the Market Rates for the port as set forth in this Exhibit. The non-recurring charges associated with these combinations are those non-recurring charges as set forth in this Exhibit under Market Rates.

4. Usage rates associated with the stand-alone UNE port elements will apply to all combinations of loop/port network elements.

5. The Extended Area Calling Plans set forth in the stand-alone UNE Port rates section will apply to combinations of the loop/port network elements.

6. Deaveraged rates by zone will be available, where indicated, effective May 1, 2000.

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BELLSOUTH/CLEC-1 RATES NETWORK ELEMENTS
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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Unbundled Loop / Transport Combinations										
Enhanced Extended Link ("EEL")										
DEDICATED TRANSPORT - ALREADY COMBINED										
Local Loop - 2-wire VG - per month										
Statewide	UNCV2	$22.43	$17.00	$17.89	$23.35	$22.84	$25.05	NA	$26.25	$26.02
Zone 1 (Note 1)	TBD	NA	NA	$15.40	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	$17.78	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	$28.26	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - 4-wire VG - per month										
Statewide	UNCV4	$30.00	$30.00	$26.58	NA	$31.52	$30.55	$27.20	$35.86	$18.00
Zone 1 (Note 1)	TBD	NA	NA	$22.88	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	$26.42	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	$41.99	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - 56kbps - per month										
Statewide	UNCD5	$34.15	$48.33	$29.92	NA	$35.58	$34.95	$40.12	$41.70	$42.23
Zone 1 (Note 1)	TBD	NA	NA	$26.44	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	$30.53	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	$48.53	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - 64 kbps - per month										
Statewide	UNCD6	$34.15	$48.33	$29.22	NA	$35.58	$34.95	$40.12	$41.70	$42.23
Zone 1 (Note 1)	TBD	NA	NA	$26.44	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	$30.53	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	$48.53	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - DS1 - per month										
Statewide	UNCD1	$64.65	$80.00	$60.88	$67.96	$72.86	$69.59	$151.50	$72.55	TBD
Zone 1 (Note 1)	TBD	NA	NA	$52.40	NA	NA	NA	NA	NA	NA
Zone 2 (Note 1)	TBD	NA	NA	$60.51	NA	NA	NA	NA	NA	NA
Zone 3 (Note 1)	TBD	NA	NA	$96.18	NA	NA	NA	NA	NA	NA
Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Loop - DS3 - per Mile	1L5ND	$43.96	$40.01	$29.96	$43.69	$38.98	$54.39	$32.53	$56.71	$30.53
Local Loop - DS3 - per Facility Termination	UNCD3	$456.18	$470.83	$392.61	$436.95	$497.08	$427.81	$387.01	$510.30	$400.21
Local Loop - STS-1 - per Mile	1L5ND	$43.96	$40.01	$29.96	$43.69	$38.98	$54.39	$32.53	$56.71	$30.53
Local Loop - STS-1 - per Facility Termination	UNCDS	$456.18	$470.83	$392.61	$436.95	$497.08	$427.81	$387.01	$510.30	$400.21
Local Channel - Dedicated - 2-Wire VG per month	UNCC2	$14.61	$18.02	$16.28	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
Local Channel - Dedicated - 4-Wire VG per month	UNCV4	$15.77	$19.01	$17.18	$23.38	$16.21	$19.03	$15.88	$18.05	$20.14
Local Channel - Dedicated - DS1 per month	UNCL1	$35.52	$44.35	$38.57	$43.80	$43.80	$38.91	$35.69	$37.20	$40.27
Local Channel - Dedicated - DS3 - per mile per month	1L5NC	$34.21	$30.65	$23.06	$34.00	$30.34	NA	NA	$44.13	$23.76
Local Channel - Dedicated - DS3 - Facility Termination per month	UNCL3	$536.23	$598.84	$531.90	$635.09	$669.01	$526.67	$499.09	$582.93	$607.28

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Local Channel - Dedicated - STS-1 - per mile per month	1L5NC	$24.82	$27.61	$19.93	$30.04	$29.89	$38.98	$24.39	$29.97	$25.11
Local Channel - Dedicated - STS-1 - Facility Termination per month	UNCLS	$502.62	$681.61	$516.91	$610.64	$693.02	$531.39	$555.92	$556.66	$615.65
Interoffice Channel - Dedicated - 2-Wire VG - per mile per month	1L5XX	$0.03	NA	$0.02	$0.03	$0.04	$0.03	$0.03	$0.04	$0.02
Interoffice Channel - Dedicated - 2-Wire VG - Facility Termination per month	UNCT2	$18.49	NA	$17.07	$27.66	$19.10	$21.33	$18.01	$21.42	$18.33
Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	$0.04	$0.03	$0.02	$0.03	$0.04	$0.03	$0.03	$0.04	$0.17
Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month	UNCU5	$17.81	21.33	$16.45	$26.95	$18.37	$20.64	$17.40	20.71	$17.74
Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	$0.04	$0.03	$0.02	$0.03	$0.04	$0.03	$0.03	$0.04	$0.17
Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	UNCU6	$17.81	21.33	$16.45	$26.95	$18.37	$20.64	$17.40	20.71	$17.74
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.58	$0.76	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	UNCB1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.32	$94.98	$75.83
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	$11.93	$10.25	$6.46	$12.06	$16.15	$13.48	$11.62	$19.14	$6.88
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	UNCB3	736.6	994.83	$717.60	$1,112.02	$1,131.09	$686.84	$815.01	$904.49	$840.61
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	$11.93	$10.25	$7.07	$12.06	$16.15	$13.48	$11.62	$19.14	$6.88
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	UNCBS	$733.93	$966.49	$733.72	$1,088.67	$1,114.68	$692.52	$814.72	$944.40	$838.65
DS3 Channelized System per month	UNCN3	$210.87	$213.22	$202.91	$236.32	$245.84	$229.30	$226.81	$204.07	$225.59
DS3 Interface per month (DS1 COCI)	UNC11	$4.53	$6.31	$0.67	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
DS1 Channelized System per month	UNCN1	$210.87	$213.22	$18.23	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
OCU-DP(data) interface card per month (2.4-64kbs)	UNC1D	$2.61	$3.13	$1.06	$2.94	$3.12	$2.88	$2.88	$3.36	$2.46
VG interface card per month (DS0)	UNC1V	$1.26	$1.78	$2.20	$1.40	$1.62	$1.45	$1.64	$1.93	$1.25
NRC - All Existing UNE Combination "Switch As Is" Conversion Charge										
NRC - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$63.73	$71.04	$54.09	$54.23	$54.09	$114.00	$54.26	$54.13
NRC - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$33.10	$39.60	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
(NRC rates above, if not ordered, are subject to true-up.)										
2-wire VG Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
2-wire VG Loop per month, statewide	UNCV2	$17.00	$19.57	$17.89	$23.35	$22.84	$25.05	$19.57	$26.25	$26.02
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	NA	$15.40	NA	NA	NA	NA	NA	NA
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	NA	$17.78	NA	NA	NA	NA	NA	NA
2-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	NA	$28.26	NA	NA	NA	NA	NA	NA
2-wire VG Loop per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.58	$0.76	$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mon	UNCB1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.32	$94.98	$75.83
DS1 Channelization System per system per month	UNCN1	$210.87	$213.22	$18.23	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
DS1 Channelization Interface -VG per month	UNC1V	$4.53	$6.31	$2.20	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56
INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**

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BELLSOUTH/CLEC-1 RATES NETWORK ELEMENTS
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	NRC - 2-wire VG Loop - 1st	SOMAC	NA	$195.00	$157.33	NA	$190.74	NA	NA	NA	$247.97
	NRC - 2-wire VG Loop - Add'l	SOMAC	NA	$97.00	$120.74	NA	$134.43	NA	NA	NA	$195.72
	NRC - Interoffice Channel - DS1- Facility Termination - 1st	SOMAC	NA	$45.91	$166.01	NA	$186.69	NA	$256.40	NA	$195.68
	NRC - Interoffice Channel - DS1- Facility Termination - Add'l	SOMAC	NA	$44.18	$130.69	NA	$149.23	NA	$202.67	NA	$156.47
	NRC - DS1 Channelization System - 1st	SOMAC	NA	$235.06	$240.96	NA	$220.07	NA	$301.74	NA	$222.87
	NRC - DS1 Channelization System - Add'l	SOMAC	NA	$142.56	$148.03	NA	$135.20	NA	$182.57	NA	$135.80
	NRC - DS1 Channelization System - VG Interface - 1st	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
	NRC - DS1 Channelization System - VG Interface - Add'l	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
	4-wire VG Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
	4-wire VG Loop, per month, statewide	UNCV4	$30.00	$30.00	$26.58	NA	$31.52	$30.55	$27.20	$35.86	$18.00
	4-wire VG Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	$22.88	NA	NA	NA	NA	NA	NA
	4-wire VG Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	$26.42	NA	NA	NA	NA	NA	NA
	4-wire VG Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	$41.99	NA	NA	NA	NA	NA	NA
	4-wire VG Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.58	$0.76	$0.35
	DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mont	UNCB1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.32	$94.98	$75.83
	DS1 Channelization System per system per month	UNCN1	$210.87	$213.22	$18.23	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
	DS1 Channelization Interface -VG per month	UNC1V	$4.53	$6.31	$2.20	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
	NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
	NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
	NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
	NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
	NRC - Switch As Is - EEL - Manual vs Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
	NRC - Switch As Is - EEL- Manual vs Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56
	INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
	NRC 4-wireVG Loop - 1st	SOMAC	NA	$141.00	$260.11	NA	$334.69	NA	$141.50	NA	$113.50
	NRC 4-wireVG Loop - Add'l	SOMAC	NA	$43.00	$213.21	NA	$243.53	NA	$82.80	NA	$86.00
	NRC - DS1 - Interoffice Channel - Facility Termination - 1st	SOMAC	NA	$45.91	$166.01	NA	$186.69	NA	$256.40	NA	$195.68
	NRC - DS1 - Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	$44.18	$130.69	NA	$149.23	NA	$202.67	NA	$156.47
	NRC - DS1 Channelization System - 1st	SOMAC	NA	$235.06	$240.96	NA	NA	NA	$301.74	NA	$222.87
	NRC - DS1 Channelization System - Add'l	SOMAC	NA	$142.56	$148.03	NA	NA	NA	$182.57	NA	$135.80
	NRC - DS1 Channelization System - Interface VG - 1st	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
	NRC - DS1 Channelization System - Interface VG - Add'l	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
	4-wire 56 kbps Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
	4-wire 56 kbps Loop, per month, statewide	UNCD5	$34.15	$48.33	$30.72	NA	$35.58	$34.95	$40.12	$41.70	$42.23
	4-wire 56 kbps Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	$26.44	NA	NA	NA	NA	NA	NA
	4-wire 56 kbps Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	$30.53	NA	NA	NA	NA	NA	NA
	4-wire 56 kbps Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	$48.53	NA	NA	NA	NA	NA	NA
	4-wire 56 kbps Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.58	$0.76	$0.35
	DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mont	UNCB1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.32	$94.98	$75.83
	DS1 Channelization System per system per month	UNCN1	$210.87	$213.22	$18.23	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
	DS1 Channelization Interface - OCU-DP per month	UNC1D	$4.53	$6.31	$2.20	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
	NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
	NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
	NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
	NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
	NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
	NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56

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BELLSOUTH/CLEC-1 RATES NETWORK ELEMENTS
AND OTHER SERVICES
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			Orlando, Miami, Ft Laud FL			New Orleans LA		Greensboro Charlotte NC		NashvilleTN
INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:										
NRC - 4-wire 56 kbps Loop - 1st	SOMAC	NA	$709.72	$401.71	NA	$483.59	NA	$697.74	NA	$698.42
NRC - 4-wire 56 kbps Loop - Add'l	SOMAC	NA	$483.45	$283.84	NA	$315.57	NA	$476.02	NA	NA
NRC - DS-1 Interoffice Channel - Facility Termination - 1st	SOMAC	NA	$45.91	$166.01	NA	$186.69	NA	$256.40	NA	$195.68
NRC - DS-1 Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	$44.18	$130.69	NA	$149.23	NA	$202.67	NA	$156.47
NRC- New - DS1 Channelization System										
NRC - DS1 Channelization System - 1st	SOMAC	NA	$238.43	$302.82	NA	$297.96	NA	$338.55	NA	$222.87
NRC - DS1 Channelization System - Add'l	SOMAC	NA	$145.55	$184.20	NA	$181.39	NA	$200.06	NA	$135.80
NRC - DS1 Channelization Interface OCU-DP card per month(2.4-64kbps) - 1st	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
NRC - DS1 Channelization Interface OCU-DP card per month(2.4-64kbps) - Add'l	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
4-wire 64 kbps Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
4-wire 64 kbps Loop, per month, statewide	UNCD6	$34.15	$48.33	$30.72	NA	$35.58	$34.95	$40.12	$41.70	$42.23
4-wire 64 kbps Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	$26.44	NA	NA	NA	NA	NA	NA
4-wire 64 kbps Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	$30.53	NA	NA	NA	NA	NA	NA
4-wire 64 kbps Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	$48.53	NA	NA	NA	NA	NA	NA
4-wire 64 kbps Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.58	$0.76	$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mon	UNCB1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.32	$94.98	$75.83
DS1 Channelization System per system per month	UNCN1	$210.87	$213.22	$18.23	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
DS1 Channelization Interface - OCU-DP per month	UNC1D	$4.53	$6.31	$2.20	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56

			Orlando, Miami, Ft Laud FL			New Orleans LA		Greensboro Charlotte NC		NashvilleTN
INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:										
NRC - 4-wire 64 kbps Loop - 1st	SOMAC	NA	$709.72	$401.71	NA	$483.59	NA	$697.74	NA	$698.42
NRC - 4-wire 64 kbps Loop - Add'l	SOMAC	NA	$483.45	$283.84	NA	$315.57	NA	$476.02	NA	NA
NRC - DS1- Interoffice Channel - Facility Termination - 1st	SOMAC	NA	$45.91	$166.01	NA	$186.69	NA	$256.40	NA	$195.68
NRC - DS1- Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	$44.18	$130.69	NA	$149.23	NA	$202.67	NA	$156.47
NRC - DS1 Channelization System - 1st	SOMAC	NA	$238.43	$331.77	NA	$297.96	NA	$338.55	NA	$222.87
NRC - DS1 Channelization System - Add'l	SOMAC	NA	$145.55	$202.63	NA	$181.39	NA	$200.06	NA	$135.80
NRC - DS1 Channelization Sys. Interface OCU-DP card per month(2.4-64kbps) - 1	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
NRC - DS1 Channelization Sys. Interface OCU-DP card per month(2.4-64kbps) - A	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
2-wire VG Local Channel/DS1 Interoffice Channel - Dedicated Transport EEL										
2-wire VG Local Channel per month	UNCC2	$22.43	$17.00	$16.28	$23.35	$22.84	$25.05	NA	$26.25	$26.02
DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.58	$0.76	$0.35
DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mon	UNCB1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.32	$94.98	$75.83
DS1 Channelization System per system per month	UNCN1	$210.87	$213.22	$18.23	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
DS1 Channelization Interface -VG per month	UNC1V	$4.53	$6.31	$2.20	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56

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BELLSOUTH/CLEC-1 RATES NETWORK ELEMENTS
AND OTHER SERVICES
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	INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
	NRC - 2-wire VG - Local Channel - Add'l	SOMAC	NA	$124.32	$70.82	NA	$74.41	NA	$193.13	NA	$39.50
	NRC - DS1 - Facility Termination - 1st	SOMAC	NA	$45.91	$166.01	NA	$186.69	NA	$256.40	NA	$195.68
	NRC - DS1 - Facility Termination - Add'l	SOMAC	NA	$44.18	$130.69	NA	$149.23	NA	$202.67	NA	$156.47
	NRC - DS1 Channelization System - 1st	SOMAC	NA	$235.06	$240.96	NA	$220.07	NA	$301.74	NA	$222.87
	NRC - DS1 Channelization System - Add'l	SOMAC	NA	$142.56	$148.03	NA	$135.20	NA	$182.57	NA	$135.80
	NRC - DS1 Channelization VG Interface - 1st	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
	NRC - DS1 Channelization VG Interface - Add'l	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
	4-wire VG Local Channel/DS1 Interoffice Channel - Dedicated Transport EEL										
	4-wire VG Local Channel per month	UNCC4	$30.00	$30.00	$17.18	NA	$31.52	$30.55	$27.20	$35.86	$18.00
	DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.58	$0.76	$0.35
	DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mon	UNCB1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.32	$94.98	$75.83
	DS1 Channelization System per system per month	UNCN1	$210.87	$213.22	$18.23	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
	DS1 Channelization Interface -VG per month	UNC1V	$4.53	$6.31	$2.20	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
	NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
	NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
	NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
	NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
	NRC - Switch As Is - EEL - Manual vs Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
	NRC - Switch As Is - EEL- Manual vs Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56
	INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
	NRC - 4-wire Local Channel - VG - 1st	SOMAC	NA	$77.33	$387.38	NA	$433.31	NA	$1,172.33	NA	$287.94
	NRC - 4-wire Local Channel - VG - Add'l	SOMAC	NA	$124.32	$72.47	NA	$88.07	NA	$199.10	NA	$54.18
	NRC - DS1 - Facility Termination - 1st	SOMAC	NA	$45.91	$166.01	NA	$186.69	NA	$256.40	NA	$195.68
	NRC - DS1 - Facility Termination - Add'l	SOMAC	NA	$44.18	$130.69	NA	$149.23	NA	$202.67	NA	$156.47
	NRC - DS1 Channelization System - 1st	SOMAC	NA	$235.06	$240.96	NA	$220.07	NA	$301.74	NA	$222.87
	NRC - DS1 Channelization System - Add'l	SOMAC	NA	$142.56	$148.03	NA	$135.20	NA	$182.57	NA	$135.80
	NRC - DS1 Channelization System Interface VG - 1st	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
	NRC - DS1 Channelization System Interface - Add'l	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
	DS1 Loop/DS1 Interoffice Channel - Dedicated Transport EEL										
	DS1 Loop, per month, statewide	UNCD1	$64.65	$80.00	$60.88	$67.96	$72.86	$69.59	$151.50	$72.55	TBD
	DS1 Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	$52.40	NA	NA	NA	NA	NA	NA
	DS1 Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	$60.51	NA	NA	NA	NA	NA	NA
	DS1 Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	$96.18	NA	NA	NA	NA	NA	NA
	DS1 Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	DS1 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$0.69	$0.60	$0.31	$0.45	$0.78	$0.66	$0.58	$0.76	$0.35
	DS1 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mon	UNCB1	$79.69	$99.79	$63.39	$55.05	$93.40	$74.40	$71.32	$94.98	$75.83
	NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
	NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
	NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
	NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
	NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
	NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56
	INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
	NRC - DS1 Loop - 1st	SOMAC	$790.04	NA	$448.92	$849.80	NA	$774.20	NA	$759.54	NA
	NRC - DS1 Loop - Add'l	SOMAC	$498.38	NA	$276.60	$523.27	NA	$489.66	NA	$435.05	NA
	NRC - DS1 Interoffice Channel - Facility Termination - 1st	SOMAC	NA	$45.91	$166.01	NA	$186.69	NA	$256.40	NA	$195.68

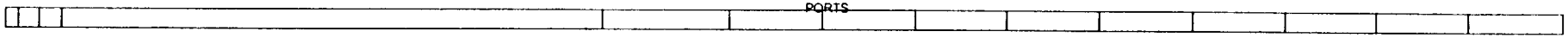
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	NRC - DS1Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	$44.18	$130.69	NA	$149.23	NA	$202.67	NA	$156.47
	DS1 Loop/DS3 Interoffice Channel - Dedicated Transport EEL										
	DS1 Loop, per month, statewide	UNCD1	$64.65	$80.00	$60.88	$67.96	$72.86	$69.59	$151.50	$72.55	TBD
	DS1 Loop, per month, Zone 1 (Note 1)	TBD	NA	NA	$52.40	NA	NA	NA	NA	NA	NA
	DS1 Loop, per month, Zone 2 (Note 1)	TBD	NA	NA	$60.51	NA	NA	NA	NA	NA	NA
	DS1 Loop, per month, Zone 3 (Note 1)	TBD	NA	NA	$96.18	NA	NA	NA	NA	NA	NA
	DS1 Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	DS3 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	$11.93	$10.25	$6.46	$12.06	$16.15	$13.48	$11.62	$19.14	$6.88
	DS3 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mon	UNCB3	736.6	994.83	$717.60	$1,112.02	$1,131.09	$686.84	$815.01	$904.49	$840.61
	DS3 Channelization System per system per month	UNCN3	$210.87	$213.22	$202.91	$236.32	$245.84	$229.30	$226.81	$204.07	$225.59
	DS3 Channelization Interface -DS1 per month	UNC11	$4.53	$6.31	$0.67	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
	NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
	NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
	NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
	NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
	NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
	NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56
	INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
	NRC - DS1 Loop - 1st	SOMAC	$1,001.36	NA	$53.46	$849.80	NA	$981.42	NA	$803.31	NA
	NRC - DS1 Loop - Add'l	SOMAC	$616.50	NA	$319.54	$523.27	NA	$605.42	NA	$448.60	NA
	NRC - DS3 - Interoffice Channel - Facility Termination - 1st	SOMAC	NA	$879.42	$959.44	NA	$882.49	NA	$621.62	NA	$905.50
	NRC - DS3 - Interoffice Channel - Facility Termination - Add'l	SOMAC	NA	$542.41	$623.26	NA	$573.28	NA	$587.08	NA	$565.26
	NRC - DS3 Channelization System - 1st	SOMAC	NA	$408.24	$453.17	NA	$413.85	NA	$428.07	NA	$423.18
	NRC - DS3 Channelization System - Add'l	SOMAC	NA	$301.27	$320.09	NA	$292.33	NA	$298.37	NA	$298.48
	NRC - DS3 Channelization System DS1 Interface - 1st	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
	NRC - DS3 Channelization System DS1 Interface - Add'l	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
	DS-1 Local Channel/ DS-3 Interoffice Channel - Dedicated Transport EEL										
	DS1 Local Channel per month	UNCL1	NA	TBD	$38.57	NA	TBD	NA	TBD	NA	TBD
	DS3 Interoffice Channel - Dedicated Transport EEL - Per Mile per month	1L5XX	NA	TBD	$6.46	NA	TBD	NA	TBD	NA	TBD
	DS3 Interoffice Channel - Dedicated Transport EEL - Facility Termination per mon	UNCB3	NA	TBD	$717.60	NA	TBD	NA	TBD	NA	TBD
	DS3 Channelization System per system per month	UNCN3	NA	TBD	$202.91	NA	TBD	NA	TBD	NA	TBD
	DS3 Channelization Interface -DS1 per month	UNC11	NA	TBD	$0.67	NA	TBD	NA	TBD	NA	TBD
	NRC - Switch As Is - EEL- 1st	UNCCC	$14.37	$16.86	$12.97	$16.86	$12.70	$15.41	$16.86	$28.87	$16.86
	NRC - Switch As Is - EEL - Add'l	UNCCC	$13.33	$15.48	$11.27	$15.48	$11.10	$13.33	$15.48	$28.35	$15.48
	NRC - Switch As Is - EEL - Disconnect - 1st	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
	NRC - Switch As Is - EEL - Disconnect - Add'l	UNCCC	$15.21	$13.92	$12.61	$13.92	$12.66	$15.21	$13.92	TBA	$13.92
	NRC - Switch As Is - EEL - Manual vs. Elect - 1st	SOMAC	$56.43	$51.31	$45.46	$51.31	$42.70	$55.41	$51.31	$56.54	$51.31
	NRC - Switch As Is - EEL- Manual vs. Elect - Add'l	SOMAC	$19.15	$17.56	$15.72	$17.56	$14.77	$19.16	$17.56	$19.02	$17.56
	INTERIM NRCs FOR *NEW* EEL SUBJECT TO TRUE-UP:			**Orlando, Miami, Ft Laud FL**			**New Orleans LA**		**Greensboro Charlotte NC**		**NashvilleTN**
	NRC -DS1 Local Channel - 1st	SOMAC	$641.07	$246.50	$400.37	$626.66	$434.53	$628.77	$1,161.58	$622.80	$377.96
	NRC -DS1 Local Channel - Add'l	SOMAC	$504.29	$230.49	$312.89	$464.94	$341.09	$495.81	$932.67	$465.92	$277.31
	NRC- DS3 Interoffice Channel - Facility Termination - 1st	SOMAC	979.05	$884.71	977.44	$953.32	982.64	$952.65	$951.70	$956.05	980.45
	NRC- DS3 Interoffice Channel - Facility Termination - Add'l	SOMAC	642.15	$552.81	641.1	$619.52	644.52	$618.58	$618.46	$621.29	643.07
	NRC - DS3 Channelization System - 1st	SOMAC	NA	$344.18	$386.41	NA	$352.89	NA	$476.24	NA	$362.09
	NRC - DS3 Channelization System - Add'l	SOMAC	NA	$248.67	$264.84	NA	$241.87	NA	$321.89	NA	$248.17
	NRC - DS3 Channelization System DS1 Interface - 1st	SOMAC	NA	$13.39	$13.45	NA	$12.29	NA	$15.76	NA	$12.61
	NRC - DS3 Channelization System DS1 Interface - Add'l	SOMAC	NA	$9.59	$9.63	NA	$8.80	NA	$11.28	NA	$9.03
	Notes:										
1	Deaveraged zone rates will be available May 1, 2000.										

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Operational Support Systems										
RC - OSS OLEC Daily Usage File: Recording, Per Message	TBD	$0.0002	$0.008	$0.0001275	$0.0008611	$0.00019	$0.0001179	$0.0080	$0.0002862	$0.008
RC- OSS OLEC Daily Usage File: Message Processing, Per Message	TBD	$0.0033	$0.004	$0.0062548	$0.0032357	$0.0024	$0.0032089	$0.004	$0.0032344	$0.004
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape	TBD	$55.19	$54.95	$28.25	$55.68	$47.3000	$54.62	$54.95	$54.72	$54.95
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per	TBD	$0.00004	$0.001	$0.0000434	$0.0000365	$0.0000300	$0.0000354	$0.001	$0.0000357	$0.001
Access Daily Usage File (ADUF)										
RC - ADUF, Message Processing, per message	TBD	$0.004	$0.004	$0.0136327	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
RC - ADUF, Message Distribution, per Magnetice Tape provisioned	TBD	$54.95	$54.95	$28.85	$54.95	$54.95	$54.95	$54.95	$54.95	$54.95
RC - ADUF, Data Transmision (CONNECT:DIRECT), per message	TBD	$0.001	$0.001	$0.0000434	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001
Enhanced Optional Daily Usage File (EODUF)										
Enhanced Optional Daily Usage File: Message Processing , Per Message	TBD	$0.004	$0.004	$0.0034555	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
Enhanced Optional Daily Usage File: Message Processing, per magnetic tape	TBD	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30
Enhanced Optional Daily Usage File: Data Transmision (CONNECT:DIRECT),	TBD	$0.0000364	$0.0000364	NA	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364
SWA 8XX Toll Free Dialing Ten Digit Screening Service (Note 1)			TBD							
8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	$0.0005	NA	$0.0004868	NA	$0.0005305	$0.0005321	NA	$0.0005227	NA
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery										
per query	N/A	NA	NA	NA	$0.0010	NA	NA	$0.00365	NA	$0.004
for 8XX Numbers, with Optional Complex Features, per query	N/A	NA	NA	NA	$0.0011	NA	NA	$0.00431	NA	$0.004
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per query	N/A	NA	NA	NA	$0.0010	NA	NA	$0.00383	NA	$0.004
with Optional Complex Features, per query	N/A	NA	NA	NA	$0.0011	NA	NA	$0.00431	NA	$0.004
8XX Access Ten Digit Screening Svc. W/800 No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
with Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Reservation Charge per 8XX number reserved										
NRC - 1st	N8R1X	$7.13	NA	$6.57	$10.05	$6.29	$8.46	$27.00	$6.38	$30.00
NRC - Addl'l	N8R1X	$0.97	NA	$0.76	$1.19	$0.73	$0.96	$0.50	$0.9583	$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations										
NRC - 1st	N/A	$15.88	NA	$12.81	$30.59	$12.27	$17.04	$61.00	$22.63	$67.50
NRC - Addl'l	N/A	$1.97	NA	$1.45	$3.22	$1.39	$1.93	$1.50	$2.73	$1.50
NRC - Disconnect Charge - 1st	N/A	$10.04	NA	NA	NA	$8.30	$11.32	NA	$42.95	NA
NRC - Disconnect Charge - Add'l	N/A	$0.97	NA	NA	NA	$0.73	$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Per 8XX # Established with POTS Translations										
NRC - 1st	N8FTX	$15.88	NA	$12.81	$30.59	$12.27	$17.04	$61.00	$22.63	$67.50
NRC - Addl'l	N8FTX	$1.97	NA	$1.45	$3.22	$1.39	$1.93	$1.50	$2.73	$1.50
NRC - Disconnect Charge - 1st	N8FTX	$10.04	NA	NA	NA	$8.30	$11.32	NA	$42.95	NA
NRC - Disconnect Charge - Add'l	N8FTX	$0.97	NA	NA	NA	$0.73	$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Customized Area of Service per 8XX Number										
NRC - 1st	N8FCX	$5.69	NA	$4.46	$6.97	$4.27	$5.63	$3.00	$5.64	$3.00
NRC - Addl'l	N8FCX	$2.85	NA	$2.23	$3.49	$2.14	$2.81	$1.50	$2.82	$1.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA

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NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #										
NRC - 1st	N8FMX	$6.66	NA	$5.22	$8.16	$5.00	$6.59	$3.50	$6.60	$3.50
NRC - Add'l	N8FMX	$3.81	NA	$2.99	$4.67	$2.86	$3.77	$2.00	$3.78	$2.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Change Charge per request										
NRC - 1st	N8FAX	$8.10	NA	$7.33	$11.24	$7.01	$9.42	$41.00	$7.34	$48.50
NRC - Add'l	N8FAX	$0.97	NA	$0.76	$1.19	$0.73	$0.96	$0.50	$0.9583	$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Call Handling and Destination Features										
NRC - 1st	N8FDX	$5.69	NA	$4.72	$6.97	$4.27	$5.63	$3.00	$5.64	$3.00
NRC - Add'l	N8FDX	NA	NA	$4.46	$6.97	$4.27	$5.63	$3.00	$5.64	$3.00
LINE INFORMATION DATABASE ACCESS (LIDB)										
LIDB Common Transport per query	OQT	$0.00004	$0.0003	$0.0000338	$0.00006	$0.0000418	$0.0000446	$0.0003	$0.0000442	$0.0003
LIDB Validation per query	OQU	$0.041003	$0.041003	$0.0105974	$0.00938	$0.0103774	$0.0142132	$0.041003	$0.0141003	$0.041003
LIDB Originating Point Code Establishment or Change - NRC	N/A	$64.36	NA	$50.30	$107.60	$48.17	$63.63	$91.00	$61.62	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	$27.84	$91.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$27.84	NA
CCS7 SIGNALING TRANSPORT SERVICE										
CCS7 Signaling Connection, per link (A link) per month		$18.79	$5.00	$17.05	$16.31	$19.48	$21.58	$155.00	$21.79	$155.00
NRC		$171.98	$400.00	$131.96	$354.95	$126.34	$169.72	$510.00	$277.07	$510.00
NRC - Disconnect		$135.70	NA	NA	NA	$101.10	$134.08	NA	$42.95	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$16.31	NA	NA	NA	$11.40	$16.05	NA	NA	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month		$18.79	$5.00	$17.05	$16.31	$19.48	$21.58	$155.00	$21.79	Not available
NRC		$171.98	$400.00	$131.96	$354.95	$126.34	$169.72	$510.00	$277.07	$510.00
NRC - Disconnect		$135.70	NA	NA	NA	$101.10	$134.08	NA	$42.95	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$16.31	NA	NA	NA	$11.40	$16.05	NA	NA	NA
CCS7 Signaling Termination, per STP port per month		$148.72	$113.00	$133.99	$174.08	$161.99	$161.12	$355.00	$156.33	$355.00
CCS7 Signaling Usage, per ISUP message		$0.00004	$0.00001	$0.0000354	$0.000037893	$0.0000430	$0.0000456	NA	$0.0000452	$0.000023
(applicable when measurement and billing capability exists.)										
CCS7 Signaling Usage, per TCAP message		$0.0001	$0.00004	$0.0000870	$0.000102042	$0.0001052	$0.0001115	NA	$0.0001108	$0.00005
(applicable when measurement and billing capability exists.)										
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)		$376.12	$64.00	$340.67	$329.98	$406.71	$406.53	NA	$396.55	$395.00
CCS7 Signaling Point Code, Establishment or Change, per STP affected										
NRC		$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
OPERATOR CALL PROCESSING										
Operator Provided Call Handling per min - Using BST LIDB	N/A	$1.21	$1.00	$0.9680296	$1.6016	$0.91	$1.19	$1.06	$1.21	NA
Call Completion Access Termination Charge per call attempt	N/A	$0.08	NA	NA	NA	NA	NA	NA	$0.08	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	$1.25	$1.00	$1.02	$1.6249	$0.96	$1.24	$1.06	$1.25	NA
Call Completion Access Termination Charge per call attempt	N/A	$0.08	NA	NA	NA	NA	NA	NA	$0.08	NA
Operator Provided Call Handling, per call	N/A	NA	NA	NA	NA	NA	NA	NA	NA	$0.30
Fully Automated Call Handling per call - Using BST LIDB	N/A	$0.11	$0.10	$0.0776409	$0.0856	$0.10	$0.1072884	$0.09	$0.1115808	$0.15
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	$0.13	$0.10	$0.0976984	$0.1071	$0.12	$0.1253666	$0.09	$0.1293459	$0.15
Professional recording of name (OCP alone)	USOD1	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00
Professional recording of name (DA and OCP alone)	USOD1	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00
DRAM or front-end loading, per TOPS switch	USOD2	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
AABS or back-end loading, per IVS	USOD2	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA

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Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
INWARD OPERATOR SERVICES										
Verification, per minute	N/A	$1.16	NA	$0.921083	NA	$0.86	$1.14	NA	$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	$1.16	NA	$0.921083	NA	$0.86	$1.14	NA	$1.15	NA
Verification, per call	VIL	NA	$0.80	NA	$1.00	NA	NA	$0.54	NA	$0.90
Verification and Emergency Interrupt, per call	N/A	NA	$1.00	NA	$1.111	NA	NA	$0.65	NA	$1.95
DIRECTORY ASSISTANCE SERVICES										
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	$0.0598	$0.03	$0.0348712	$0.058	$0.04	$0.0425585	$0.036	$0.0638883	$0.12
Call Completion Access Term charge per completed call	N/A	NA	NA	NA	NA	NA	NA	NA	$0.08	NA
Number Services Intercept per query	N/A	$0.0235	$0.01	$0.0097497	$0.0086	$0.02	$0.0188268	$0.0077	$0.0124036	$0.15
Number Services Intercept per Intercept Query Update	N/A	NA	NA	NA	$0.0055	NA	NA	NA	NA	NA
Directory Assistance Access Service Calls, per call		$0.26	$0.25	$0.2124568	$0.3136	$0.20	$0.2617159	$0.271744	$0.2619983	NA
Professional recording of name (DA alone)		$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
Professional recording of name (DA and OCP alone)		$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00
DRAM or front-end loading, per TOPS switch		$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
AABS or back-end loading, per IVS		$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00
EBAS or 0- automation loading, per NAV shelf		$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport										
Directory Transport - Local Channel DS1, per month	N/A	$35.52	$43.64	$38.36	$36.32	$43.83	$38.91	BSTs FCC 1	$37.20	$133.81
NRC - 1st	N/A	$503.57	$242.45	$356.15	$637.46	$339.69	$494.83	BSTs FCC 1	$534.81	$868.97
NRC - Add'l	N/A	$442.84	$226.44	$312.89	$546.94	$298.29	$435.28	BSTs FCC 1	$462.81	$486.83
NRC - Disconnect Charge - 1st	N/A	$46.28	NA	NA	NA	$33.02	$46.85	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$32.18	NA	NA	NA	$23.32	$33.02	NA	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC	SOMAN	$61.99	NA	$44.22	NA	$42.34	$59.58	BSTs FCC 1	$87.99	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	$29.27	NA	NA	NA	$19.48	$27.41	NA	$3.11	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	$0.6923	$0.6013	$0.4523	$0.45	$0.78	$0.6598	BSTs FCC 1	$0.7598	$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	BSTs FCC 1	$94.98	$90.00
NRC - 1st	N/A	$198.15	$45.91	$147.07	$298.18	$140.49	$196.28	BSTs FCC 1	$216.27	$100.49
NRC - Add'l	N/A	$148.18	$44.18	$111.75	$231.18	$106.69	$147.31	BSTs FCC 1	$162.70	$100.49
NRC - Disconnect Charge - 1st	N/A	$25.44	NA	NA	NA	$20.00	$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$20.42	NA	NA	NA	$16.34	$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	BSTs FCC 1	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	BSTs FCC 1	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Switched Common Transport per DA Access Service per call	N/A	$0.0003	$0.0003	$0.0002906	$0.000175	$0.0003274	$0.0002997	BSTs FCC 1	$0.000327	NA
Switched Common Transport per DA Access Service per call per mile	N/A	$0.00003	$0.00001	$0.0000186	$0.000004	$0.0000175	$0.0000202	BSTs FCC 1	$0.0000303	NA
Access Tandem Switching per DA Access Service per call	N/A	$0.0023	$0.00055	$0.0019152	$0.000783	$0.0025257	$0.0023713	BSTs FCC 1	$0.0024809	NA
DA Interconnection, per DA Access Service Call	N/A	$0.00269	NA	$0.00269	NA	NA	NA	BSTs FCC 1	$0.000269	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A									
NRC - 1st	N/A	$260.69	$206.06	$204.23	$501.98	$195.54	$257.73	BSTs FCC 1	$407.81	NA
NRC - Add'l	N/A	$5.95	$4.71	$4.42	$13.32	$4.23	$5.85	BSTs FCC 1	$11.00	NA
NRC - Disconnect Charge - 1st	N/A	$173.46	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$5.95	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$44.22	NA	$130.05	$171.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	$4.23	$5.85	NA	NA	NA
Directory Assistance Database Service (DADS)										
Directory Assistance Database Service charge per listing	N/A	$0.0446	$0.001	$0.0445	$0.0193	$0.0443	$0.0447	$0.00072	$0.0444	NA
Directory Assistance Database Service, per month	DBSOF	$128.55	$100.00	$95.50	$120.76	$90.54	$126.17	$97.39	$127.23	NA

THE PROPOSED RATES ARE FOR DISCUSSION PRUPOSES ONLY AND ARE SUBJECT TO REVISION

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Direct Access to Directory Assistance Service (DADAS)										
Direct Access to Directory Assistance Service, per month	DBSDS	$7,055.00	$5,000.00	$5,254.00	$7,235.01	$4,982.00	$6,926.00	$5,000.00	$6,983.00	NA
Direct Access to Directory Assistance Service, per query	DBSDA	$0.0472685	$0.01	$0.0469016	$0.0052	$0.0460	$0.0461336	$0.023	$0.0468212	NA
Direct Access to Directory Assistance Service, svc estab charge	DBSDE									
NRC	DBSDE	$1,118.00	$820.00	$788.24	$1,186.94	$786.82	$1,097.00	$1,000.00	$1,173.00	NA
NRC - Disconnect	DBSDE	$81.83	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	$57.23	$80.52	NA	NA	NA
AIN (Note 4)										TBD
AIN, per message	CAM	NA	$0.00004	NA	NA	NA	NA	NA	NA	NA
AIN - BellSouth AIN SMS Access Service	CAM								NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	CAMSE	$197.49	NA	$90.25	NA	$153.31	$174.03	NA	$296.16	NA
NRC - Disconnect	CAMSE	$114.22	NA	NA	NA	$78.06	$135.96	NA	NA	NA
Port Connection - Dial/Shared Access										
NRC	CAMDP	$64.05	NA	$29.66	NA	$50.07	$53.47	NA	$87.29	NA
NRC - Disconnect	CAMDP	$27.04	NA	NA	NA	$18.61	$37.70	NA	NA	NA
Port Connection - ISDN Access										
NRC	CAM1P	$64.05	NA	$29.66	NA	$50.07	$53.47	NA	$87.29	NA
NRC - Disconnect	CAM1P	$27.04	NA	NA	NA	$18.61	$37.70	NA	NA	NA
User ID Codes - per User ID Code										
NRC	CAMAU	$141.84	NA	$84.43	NA	$104.95	$129.83	NA	$202.08	NA
NRC - Disconnect	CAMAU	$70.05	NA	NA	NA	$48.95	$79.91	NA	NA	NA
Security Card per User ID Code, initial or replacement										
NRC	CAMRC	$142.13	NA	$35.44	NA	$125.33	$131.54	NA	$172.26	NA
NRC - Disconnect	CAMRC	$35.26	NA	NA	NA	$24.40	$45.77	NA	NA	NA
Storage, per unit (100Kb)	N/A	$0.0026	NA	$0.0023	NA	$0.0029	$0.0029	NA	$0.0028	NA
Session per minute	N/A	$0.0892	NA	$0.0795604	NA	$0.10	$0.0975650	NA	$0.0942966	NA
C0. Performed Session, per minute					NA	$1.97	$2.09	NA	$2.07	NA
AIN - BellSouth AIN Toolkit Service										
AIN, Service Creation Tools	CAMBP	NA	TBD	NA	NA	NA	NA	NA	NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	BAPSC	$192.69	NA	$86.74	NA	$153.25	$169.31	NA	$291.41	NA
NRC - Disconnect	BAPSC	$114.22	NA	NA	NA	$78.05	$135.96	NA	NA	NA
Training Session, per customer										
NRC	BAPVX	$8,363.00	NA	$8,348.00	NA	$8,315.00	$8,379.00	NA	$8,333.00	NA
NRC - Disconnect	BAPVX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt										
NRC	BAPTT	$49.64	NA	$19.13	NA	$41.08	$39.30	NA	$73.02	NA
NRC - Disconnect	BAPTT	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay										
NRC	BAPTD	$49.64	NA	$114.80	NA	$41.08	$39.30	NA	$73.02	NA
NRC - Disconnect	BAPTD	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate										
NRC	BAPTM	$49.64	NA	$19.13	NA	$41.08	$39.30	NA	$73.02	NA
NRC - Disconnect	BAPTM	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP										
NRC	BAPTO	$117.98	NA	$70.06	NA	$92.99	$106.90	NA	$150.25	NA
NRC - Disconnect	BAPTO	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, CDP										
NRC	BAPTC	$117.98	NA	$70.06	NA	$92.99	$106.90	NA	$150.25	NA
NRC - Disconnect	BAPTC	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Feature Code										
NRC	BAPTF	$117.98	NA	$70.06	NA	$92.99	$106.90	NA	$150.25	NA
NRC - Disconnect	BAPTF	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Query Charge, per query		$0.024	NA	$0.0209223	NA	$0.03	$0.0256138	NA	$0.0250662	NA

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Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		$0.006	NA	$0.0053137	NA	$0.0065	$0.0065161	NA	$0.0062979	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	$1.63	NA	$1.46	NA	$1.79	$1.79	NA	$1.73	NA
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	$16.00	NA	$15.96	NA	$15.89	$16.01	NA	$15.93	NA
NRC	BAPMS	$44.56	NA	$22.64	NA	$34.61	$44.02	NA	$72.15	NA
NRC - Disconnect	BAPMS	$31.84	NA	NA	NA	$21.97	$31.28	NA	NA	NA
Special Study - per AIN Toolkit Service Subscription	BAPLS	$0.10	NA	$0.0861109	NA	$0.08	$0.0810536	NA	$0.0872769	NA
NRC	BAPLS	$47.74	NA	$22.64	NA	$37.77	$47.21	NA	$47.35	NA
NRC - Disconnect	BAPLS	$15.90	NA	NA	NA	NA	NA	NA	NA	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	$15.90	NA	$15.87	NA	$15.81	$15.93	NA	$15.84	NA
NRC	BAPDS	$44.56	NA	$22.64	NA	$34.61	$44.02	NA	$72.15	NA
NRC - Disconnect	BAPDS	$31.84	NA	NA	NA	$21.97	$31.28	NA	NA	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	$0.003	NA	$0.0028704	NA	$0.0026	$0.0027018	NA	$0.0029092	NA
NRC	BAPES	$47.74	NA	$22.64	NA	$37.77	$47.21	NA	$47.35	NA
NRC - Disconnect	BAPES	$15.90	NA	NA	NA	$37.77	NA	NA	NA	NA
CALLING NAME (CNAM) QUERY SERVICES										
CNAM (Database Owner), Per Query	N/A	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016
CNAM (Non-Database Owner), Per Query *	N/A	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI)	N/A	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00
* Volume and term arrangements are also available										
SELECTIVE ROUTING (Note 5)										
Per Line or PBX Trunk, each		NA	NA	NA	$10.00 (Interim	NA	NA	NA	NA	TBD
NRC		NA	NA	NA	NA	NA	NA	NA	NA	TBD
Customized routing per unique line class code, per request, per switch						NA	NA	NA	NA	NA
NRC	USRCR	$230.60	$229.65	$180.62	$229.65	$229.65	$227.99	$229.65	$226.22	$229.65
NRC - Incremental Charge - Manual Service Order		$25.93	NA	$18.94	NA	NA	$253.51	NA	$27.84	NA
VIRTUAL COLLOCATION										
2-wire Cross-Connect										
RC	UEAC2	$0.28	$0.524	$0.30	$0.31	$0.26	$0.3996	$0.30	$0.3648	$0.30
NRC - 1st	UEAC2	$30.76	$11.57	$12.60	$54.21	$23.04	$30.93	$19.20	$41.50	$19.20
NRC - Add'l	UEAC2	$29.40	$11.57	$12.60	$51.07	$22.11	$29.59	$19.20	$38.94	$19.20
NRC - Disconnect - 1st	UEAC2	$12.75	NA	NA	NA	$9.48	$12.76	NA	NA	NA
NRC - Disconnect - Add'l	UEAC2	$11.38	NA	NA	NA	$8.54	$11.43	NA	NA	NA
4-wire Cross-Connect										
RC	UEAC4	$0.56	$0.524	$0.50	$0.62	$0.52	$0.7992	$0.50	$0.7297	$0.50
NRC - 1st	UEAC4	$66.71	$11.57	$12.60	$54.23	$23.23	$31.17	$19.20	$41.56	$19.20
NRC - Add'l	UEAC4	$50.43	$11.57	$12.60	$50.96	$22.24	$29.77	$19.20	$38.90	$19.20
NRC - Disconnect - 1st	UEAC4	$12.82	NA	NA	NA	$9.53	$12.83	NA	NA	NA
NRC - Disconnect - Add'l	UEAC4	$11.39	NA	NA	NA	$8.55	$11.43	NA	NA	NA
2-fiber Cross-Connect										
RC	CNC2F	$12.10	NA	$15.64	$15.64	$19.13	$15.64	$15.99	$15.06	$15.64
NRC - 1st	CNC2F	$55.46	NA	$41.56	$41.56	$41.07	$41.56	$67.34	$69.28	$41.56
NRC - Add'l	CNC2F	$39.18	NA	$29.82	$29.82	$29.63	$29.82	$48.55	$48.89	$29.82
NRC - Disconnect - 1st	CNC2F	$16.83	NA	NA	NA	$12.84	$12.96	NA	NA	NA
NRC - Disconnect - Add'l	CNC2F	$13.27	NA	NA	NA	$10.29	$10.34	NA	NA	NA
4-fiber Cross-Connect										
RC	CNC4F	$21.75	NA	$28.11	$28.11	$34.38	$28.11	$28.74	$27.08	$28.11
NRC - 1st	CNC4F	$66.71	NA	$50.53	$50.53	$49.81	$50.53	$82.35	$84.07	$50.53
NRC - Add'l	CNC4F	$50.43	NA	$38.78	$38.78	$38.37	$38.78	$63.56	$63.68	$38.78
NRC - Disconnect - 1st	CNC4F	$21.86	NA	NA	NA	$16.75	$16.97	NA	NA	NA
NRC - Disconnect - Add'l	CNC4F	$18.31	NA	NA	NA	$14.20	$14.35	NA	NA	NA

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.

THE PROPOSED RATES ARE FOR DISCUSSION PRUPOSES ONLY AND ARE SUBJECT TO REVISION

BELLSOUTH/CLEC-1 RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

		1	BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (FL)										
		2	This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.										
		3	This charge is only applicable where signaling usage measurement or billing capability does not exist.										
		4	Prices for AIN to be determined upon development of mediation device. (TN)										
		5	Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)										

Attachment 3

Network Interconnection

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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. Network Interconnection

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of network interconnection.

1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.

1.2 DIECA must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of DIECA's originated local and intraLATA toll traffic and for the receipt and delivery of transit traffic. If DIECA chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, DIECA must establish Points of Interconnection at all BellSouth access and local tandems where DIECA NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and DIECA End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is DIECA's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

1.2.1 In order for DIECA to home its NPA/NXX(s) on a BellSouth Tandem, DIECA's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the Local Exchange Routing Guide (LERG) as it is revised from time to time.

1.3 A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining

access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

1.4 A **Point of Interface** is the physical telecommunications interface between BellSouth and DIECA's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:

1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and DIECA can verify and maintain specific performance objectives.
3. It is specified according to the interface offered in the tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.

1.5 The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. DIECA's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. Points of Interconnection established at the BellSouth Local Tandem apply only to DIECA-originated local and local originating and terminating transit traffic.

1.6 DIECA, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.

1.7 BellSouth, at its option, shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to DIECA for call transport and termination by DIECA. The Point of Interface may not necessarily be established at the Point of Interconnection.

1.8 Interconnection via Leased Dedicated Transport Facilities

1.8.1 The originating Party may purchase Local Channel facilities from the terminating Party from the originating Party's specified Point of Interface to its serving wire

center. The Parties agree that charges for such Local Channel facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

1.8.2 Additionally, either Party may purchase Dedicated Interoffice Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

1.8.3 For the purposes of this Attachment, **Local Channel** is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.

1.8.4 For the purposes of this Attachment, **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.

1.8.5 For the purposes of this Attachment, **Dedicated Interoffice Transport** is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

1.9 Fiber Meet

1.9.1 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point of Interface).

1.9.2 If DIECA elects to interconnect with BellSouth pursuant to a Fiber Meet, DIECA and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, DIECA's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire Center. The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.

1.9.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.9.4 DIECA shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the DIECA Interconnection Wire Center ("DIECA Wire Center").

1.9.5 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable DIECA to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to DIECA, Point of Interface to BellSouth).

1.9.6 DIECA shall deliver and maintain such strands wholly at its own expense. Upon verbal request by DIECA, BellSouth shall allow DIECA access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.9.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.9.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.9.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

2. Interconnection Trunking Architectures

2.1 BellSouth and DIECA shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement.

2.2 Any DIECA interconnection request that deviates from the standard trunking architectures as described in this Agreement that affects traffic delivered to DIECA from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require DIECA to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.3 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and DIECA not addressed in Exhibit A shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' local and intraLATA toll traffic only, excluding trunking that carries Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. DIECA shall be responsible for ordering and paying for any two-way trunks carrying transit traffic. Furthermore, DIECA shall be responsible for the compensation for two-way trunking that it orders for its local and intraLATA toll but utilizes unidirectionally.

2.4 Switched Access traffic will be delivered to and by IXCs based on DIECA's NXX Access Tandem homing arrangement as specified by DIECA in the national Local Exchange Routing Guide (LERG).

2.5 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 shall be used.

2.6 In cases where DIECA is also an IXC, the IXC's Feature Group D (FG D) trunking must remain separate from the local interconnection trunking.

2.7 Two-Way Trunking Requirements:

The following requirements apply to two-way trunking that carries the Parties local and intraLATA toll.

1. DIECA will initiate two-way trunk request. The use of and quantity of two way trunking shall be mutually agreed upon and shall be jointly provisioned.

2. The Point of Interface will be located at a mutually agreed location or point designated by BellSouth. If an agreement cannot be reached on the location of the Point of Interface, each company will establish its own Point of Interface and order one-way trunks.

3. BellSouth and DIECA will jointly review the trunk forecast, as needed, on a periodic basis, or at least every six (6) months.

4. DIECA will order trunks using access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and DIECA.

5. BellSouth and DIECA must agree on traffic engineering parameters that will be used in the engineering of the trunk groups.

6. BellSouth and DIECA must agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

7. Establishing a two-way trunk group does not preclude BellSouth or DIECA from adding one-way trunk groups within the same Local Calling Area.

8. For technical reasons, two-way trunk groups may not be ordered to a BellSouth DMS100 Local Tandem or DMS100 End Office.

9. BellSouth will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed Point of Interface, and DIECA will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed to Point of Interface.

2.8 BellSouth Access Tandem Interconnection Architectures

2.8.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.8.2 Basic Architecture

2.8.2.1 In this architecture, DIECA's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between DIECA and BellSouth access tandem(s) within a LATA.

This group carries intratandem Transit Traffic between DIECA and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which DIECA desires interconnection and has the proper contractual arrangements. This group also carries DIECA originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to DIECA. The Two-way Trunking Requirements described in this Attachment do not apply to this architecture. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

2.8.3 One-Way Trunking Architecture

2.8.3.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries DIECA-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for DIECA end-users. A third two-way trunk group is established for DIECA's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between DIECA and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which DIECA desires interconnection and has the proper contractual arrangements. This group also carries DIECA originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunking Architecture is illustrated in Exhibit C.

2.8.4 Two-Way Trunking Architecture

2.8.4.1 The Two-Way Trunking Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between DIECA and BellSouth. To establish this architecture, DIECA and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. In addition, a two-way transit trunk group must be established for DIECA's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between DIECA and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which DIECA desires interconnection and has the proper contractual arrangements. This group also carries DIECA originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and

intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunking Architecture is illustrated in Exhibit D.

2.8.5 Supergroup Architecture

2.8.5.1 In the Supergroup Architecture, the Parties Local and IntraLATA Toll and DIECA's Transit Traffic is exchanged on a single two-way trunk group between DIECA and BellSouth. To establish this architecture, DIECA and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. This group carries intratandem Transit Traffic between DIECA and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which DIECA desires interconnection and has the proper contractual arrangements. This group also carries DIECA originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

2.9 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of DIECA-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, DIECA must still establish Points of Interconnection at all BellSouth access tandems where DIECA NXXs are "homed". If DIECA does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, DIECA can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where DIECA does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

2.10 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on DIECA's NXX Access Tandem homing arrangement as specified by DIECA in the national Local Exchange Routing Guide (LERG).

2.11 For DIECA-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

2.12 The Parties agree that compensation for the BellSouth transport and/or termination of DIECA's local and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for local traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.

2.13 To the extent DIECA does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, DIECA must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent DIECA does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent DIECA routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, DIECA agrees to pay BellSouth the associated transport and termination charges.

2.14 BellSouth End Office Interconnection

2.14.1 DIECA may establish interconnection at BellSouth end offices for the delivery of DIECA originated local and intralata toll traffic destined for BellSouth end-users served by that end-office.

2.14.2 When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to DIECA, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows it's traffic. The overflow will be based on the homing arrangements DIECA displays in the LERG. Likewise, if DIECA interconnects to a BellSouth end office for delivery of DIECA originated traffic, DIECA will overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.

2.14.3 The Parties shall utilize direct end office trunking under the following conditions:

(1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between DIECA and BellSouth's subscribers.

(2) Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a DIECA switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a DIECA switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between DIECA's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

(3) Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

2.15 Local Tandem Interconnection.

2.15.1 This interconnection arrangement allows DIECA to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of DIECA-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network

providers who have also established Points of Interconnection at those BellSouth local tandems.

2.15.2 When a specified local calling area is served by more than one BellSouth local tandem, DIECA must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, DIECA may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. DIECA may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where DIECA does not choose to establish a Point of Interconnection. It is DIECA'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 DIECA's codes. Likewise, DIECA shall obtain its routing information from the LERG.

2.15.3 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, DIECA must also establish Points of Interconnection to BellSouth access tandems within the LATA on which DIECA has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)

2.15.4 BellSouth's provisioning of local tandem interconnection assumes that DIECA has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

3. Network Design And Management For Interconnection

3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.

3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except 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.

3.6 Signaling Call Information. BellSouth and DIECA will send and receive 10 digits for local traffic. Additionally, BellSouth and DIECA will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

3.7 Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for the Parties to provide as accurate reciprocal trunking forecasts as possible to each other, each Party must timely inform the other Party of any known or anticipated events that may affect reciprocal trunking requirements. If either Party is unable to provide such information, The Parties shall provide reciprocal trunking forecasts based only on existing trunk group growth and annual estimated percentage of subscriber line growth.

3.7.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecasts of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.

3.7.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.

3.7.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

4. Local Dialing Parity

4.1 BellSouth and DIECA shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and DIECA shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

5. Interconnection Compensation

5.1 Compensation for Call Transportation and Termination for Local Traffic

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

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

5.1.3 For the purposes of this Attachment, **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.

5.1.4 For the purposes of this Attachment, **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

5.1.5 For the purposes of this Attachment, **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

5.1.6 If DIECA utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from DIECA for transport and termination of BellSouth originated traffic, BellSouth will pay DIECA no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where DIECA receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the DIECA terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate DIECA at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by DIECA as defined in this Attachment.

5.1.7 Neither Party shall represent access services traffic (e.g. Internet Protocol (IP) Telephony, FGA, FGB, etc.) as Local Traffic for purposes of payment of reciprocal compensation.

5.1.8 The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. For the purpose of delivery of BellSouth originating traffic to DIECA, BellSouth will pay to DIECA reciprocal compensation for Local Traffic terminating to DIECA end users physically located in the BellSouth rate center to which the DIECA end user's NPA/NXX is assigned. If DIECA assigns NPA/NXXs to specific BellSouth rate centers and assigns numbers from those NPA/NXXs to DIECA end users physically located outside of the rate center to which the NPA/NXX is assigned, BellSouth traffic originating from within the BellSouth rate center where the NPA/NXX is assigned and terminating to a DIECA customer physically located outside of such rate center, and at a location toll to the BellSouth originating rate center, shall not be deemed Local Traffic, and no compensation from BellSouth to DIECA shall be due therefor. Further, DIECA agrees to identify such traffic to BellSouth and to compensate BellSouth for originating and transporting such traffic to DIECA at BellSouth's tariffed intrastate switched access rates. In addition, DIECA should not use NPA/NXXs to collect BellSouth originated local or intraLATA toll traffic and for delivery to a point outside the LATA from where the originating NPA/NXX rate center resides.

5.1.9 If DIECA does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole DIECA NPA/NXXs on which to charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if DIECA can provide sufficient information for BellSouth to determine whether said traffic is local or toll.

5.2 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, each Party shall provide a positive report updating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, 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.

5.3 Percentage Interstate Usage. In the case where DIECA desires to terminate its local traffic over or co-mingled on its switched access Feature Group D trunks, DIECA will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to DIECA. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating 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.

5.4 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and DIECA shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU 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 and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.5 Rate True-up

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

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

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

5.5.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in 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.

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

(a) BellSouth and CLEC is entitled to be a full Party to the proceeding;

(b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

(c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

5.6 Compensation for IntraLATA Toll Traffic

5.6.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.

5.6.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If DIECA is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses DIECA as an interexchange carrier on a 101XXXX basis, BellSouth will charge DIECA the appropriate BellSouth tariff charges for originating switched access services.

5.6.3 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

5.6.4 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format for a fee of $0.013 per record.

5.6.5 8XX Access Screening. BellSouth's provision of 8XX TFD to DIECA requires interconnection from DIECA 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. DIECA shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that DIECA desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

5.7 Mutual Provision of Switched Access Service

5.7.1 Switched Access Traffic. Switched Access Traffic is as defined in the BellSouth Access Tariff. Additionally, IP Telephony traffic will be considered switched access traffic.

5.7.2 When DIECA's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge

will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

5.7.3 Where either Party has been notified that the other Party has a Billing Guarantee Practice, each Party so notified (the Initial Billing Party or the recording Party) will be held liable for any access revenues which it has caused to be determined unbillable under the guidelines of such Billing Guarantee Practice of the other Party. Each Party will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the Parties.

5.7.4 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

5.7.5 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

5.7.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

5.7.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.

5.7.8 The Initial Billing Party shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

5.7.9 DIECA agrees not to deliver switched access traffic to BellSouth for termination except over DIECA ordered switched access trunks and facilities.

5.8 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for DIECA's transit traffic. Transit traffic is traffic originating on DIECA'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 DIECA's network . Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access transit traffic presumes that DIECA's end office is subtending the BellSouth Access Tandem for switched access traffic to and from DIECA's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB) procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

5.8.1 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 DIECA 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 DIECA. DIECA agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of DIECA. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

5.9 Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). ESP/ISP traffic shall not be included in the interconnection compensation arrangements of this Agreement.

6. Frame Relay Service

6.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and DIECA's frame relay switches as set forth below. The following provisions will

apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which DIECA is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between DIECA and BellSouth Frame Relay Switches in the same LATA.

6.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

6.3 Upon the request of either Party, such interconnection will be established where BellSouth and DIECA have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

6.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.

6.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

6.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").

6.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").

6.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, DIECA may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies DIECA that it has found that this method does not adequately represent the PLCU.

6.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.

6.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and DIECA will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. DIECA will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of DIECA's PLCU.

6.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and DIECA will pay, the total non-recurring and recurring charges for the NNI port. DIECA will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by DIECA's PLCU.

6.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

6.8 For the PVC segment between the DIECA and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

6.9 Compensation for PVC rate elements will be calculated as follows:

6.9.1 If DIECA orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the DIECA Frame Relay switch, BellSouth will invoice, and DIECA will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and DIECA Frame Relay switches. If the VC is a Local VC, DIECA will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to DIECA for the PVC segment.

6.9.2 If BellSouth orders a Local VC connection between a DIECA subscriber's PVC segment and a PVC segment from the DIECA Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and DIECA will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and DIECA Frame Relay switches. If the VC is a Local VC, DIECA will then invoice and BellSouth will pay the total non-recurring and

recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to DIECA for the PVC segment.

6.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No, 1.

6.9.4 If DIECA requests a change, BellSouth will invoice and DIECA will pay a Feature Change charge for each affected PVC segment.

6.9.4.1 If BellSouth requests a change to a Local VC, DIECA will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

6.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.

6.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No, 1.

6.10 DIECA will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 8.5.3 above.

6.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

6.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 8 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

7. Remote Access Server (RAS) Network Interconnection

7.1 The Parties agree that the Remote Access Server (RAS) is a specialized internet traffic concentration device designed to concentrate traffic to specific Internet Service Providers (ISPs), and as such is telecommunications equipment, but is not

an end office switch or equivalent facility, and thus is not subject to call transport and termination requirements under FCC Rule 51.711.

7.2 The Parties further agree that the purpose of the DIECA RAS service offering is to move Internet traffic off the Public Switched Telephone Network (PSTN) terminating end office switch.

7.3 DIECA shall configure DIECA's RAS device in such a manner as to eliminate the provisioning of enhanced services as defined by the Federal Communications Commission, such as but not limited to, user authentication, security, usage measurement, billing control and protocol conversion.

7.4 BellSouth agrees to deliver BellSouth originated and transit traffic intended for DIECA's end users to DIECA's RAS device pursuant to the terms and conditions of this Agreement.

7.5 NPA/NXX Code Assignment and Homing

7.5.1 DIECA shall assign unique NPA/NXXs to DIECA's RAS specifically for Internet traffic routing purposes.

7.5.2 DIECA shall home its NPA/NXX(s) on the BellSouth Tandem serving the Exchange Rate Center to which DIECAassigns DIECA's RAS NPA/NXX(s). The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the LERG.

7.6 Direct Trunks Between DIECA's RAS And BellSouth End Offices

7.6.1 The Parties shall utilize direct end office to RAS trunks pursuant to the following conditions:

7.6.1.1 Tandem Exhaust - If a BellSouth tandem through which DIECA is 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 BellSouth tandem capacity shortage and ensure completion of traffic between DIECA's and BellSouth's subscribers.

7.6.1.2 DIECA agrees to order, install and retain direct end office to RAS trunks sufficient to handle actual and reasonably forecasted traffic exceeding a single DS1 of traffic per month.

7.6.1.3 DIECA also agrees to order direct end office to RAS trunks within 30 days of a request by BellSouth if the end office traffic is exceeding or is forecasted to exceed a DS1 of traffic. If DIECA does not order direct trunks within those 30 days, DIECA agrees to pay to BellSouth, beginning the following month, the

common transport, tandem switching and tandem shared trunk port per minute of use rates reflected in Exhibit A of this Agreement for traffic delivered to DIECA's RAS via BellSouth's tandem switch until such direct trunks are activated.

7.6.1.4 DIECA shall install additional capacity between BellSouth end offices and DIECA's RAS devices when overflow traffic between end offices and a RAS device exceeds or is reasonably forecasted to exceed a single DS1 of traffic per month.

7.6.1.5 The Parties may install direct end office to RAS trunks upon mutual agreement.

7.7 Trunks Between a RAS and Tandem Switches

7.7.1 Pursuant to the preceding paragraphs regarding direct trunks between a RAS and the originating end offices, the DIECA agrees to order, install and retain trunking to the BellSouth tandem switch sufficient to handle actual and forecasted traffic volumes routed to DIECA's RAS via the BellSouth tandem.

7.7.2 DIECA shall order and establish the necessary trunk groups to each BellSouth tandem switch on which DIECA has homed DIECA NPA/NXXs for transit traffic and traffic between DIECA and BellSouth and as defined in the LERG.

7.7.3 A **RAS Point of Interface** is the physical telecommunications interface between BellSouth and DIECA's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the RAS Point of Interface is to serve as the terminus for the interconnection service.

7.7.3.1 At a minimum, DIECA must establish a RAS Point Of Interface at each BellSouth access tandem serving an Exchange Rate Center to which DIECA has assigned a RAS NPA/NXX in the LATA.

7.7.3.2 DIECA agrees to establish, within four months of a request of BellSouth, a Point Of Interface at a BellSouth end office or tandem switch location where the traffic to DIECA's RAS has reached or is forecasted to reach one DS3 or more within six months.

7.7.3.3 The RAS Point of Interface has the following main characteristics:

7.7.3.3.1 It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.

7.7.3.3.2 It is a point where BellSouth and DIECA can verify and maintain specific performance objectives.

7.7.3.3.3 It is specified according to the interface offered in the tariff or interconnection Agreement (for example: for DS1 service, the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)

7.7.3.3.4 The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.

7.7.4 The **RAS Point of Interconnection** is the trunk group termination location at which BellSouth delivers BellSouth originated traffic to the DIECA's RAS on DIECA's network. DIECA's requested Point of Interconnection shall also be used for the receipt of transit trunk groups for transit traffic at BellSouth Access and/or Local Tandems pursuant to the terms and conditions of this Agreement. Points of Interconnection established at the BellSouth Local Tandem apply only to local traffic and local originating transit traffic as defined by BellSouth.

7.7.5 Pursuant to the terms and conditions in this Agreement, BellSouth agrees to deliver BellSouth originating traffic to DIECA's RAS Points of Interface as established by DIECA. A Point of Interface may not necessarily be established at a Point of Interconnection.

7.7.6 DIECA agrees to compensate BellSouth for transport and switching functions performed by BellSouth at the rates reflected in Exhibit A to this Agreement, including third party transit traffic, delivered to DIECA's RAS Point Of Interface.

7.7.7 Exhibit A Switching and Transport rates will apply when the BellSouth Rate Center with which DIECA has associated its RAS NPA/NXX is not local, pursuant to BellSouth's flat rated Extended Area Service (EAS) A3 tariffs, to the BellSouth Rate Center in which DIECA has placed DIECA's RAS device.

7.7.8 DIECA shall not deliver switched access traffic to BellSouth via DIECA's RAS interconnection with BellSouth.

7.7.9 BellSouth shall not pay reciprocal compensation to DIECA for traffic delivered to DIECA's RAS.

7.7.10 Compensation for Switched Access transit traffic shall be pursuant to the **Mutual Provision of Switched Access Service** section of this Agreement. Internet Protocol (IP) Telephony traffic shall be considered and treated as switched access traffic by both parties.

8. Operational Support Systems (OSS) Rates

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

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

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

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

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

8.3 Denial/Restoral OSS Charge

In the event DIECA 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.

8.4 Cancellation OSS Charge

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

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

8.5 Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual 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.

8.6 Threshold Billing Plan

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

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

The threshold plan will be discontinued in 2002.

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

Basic Architecture

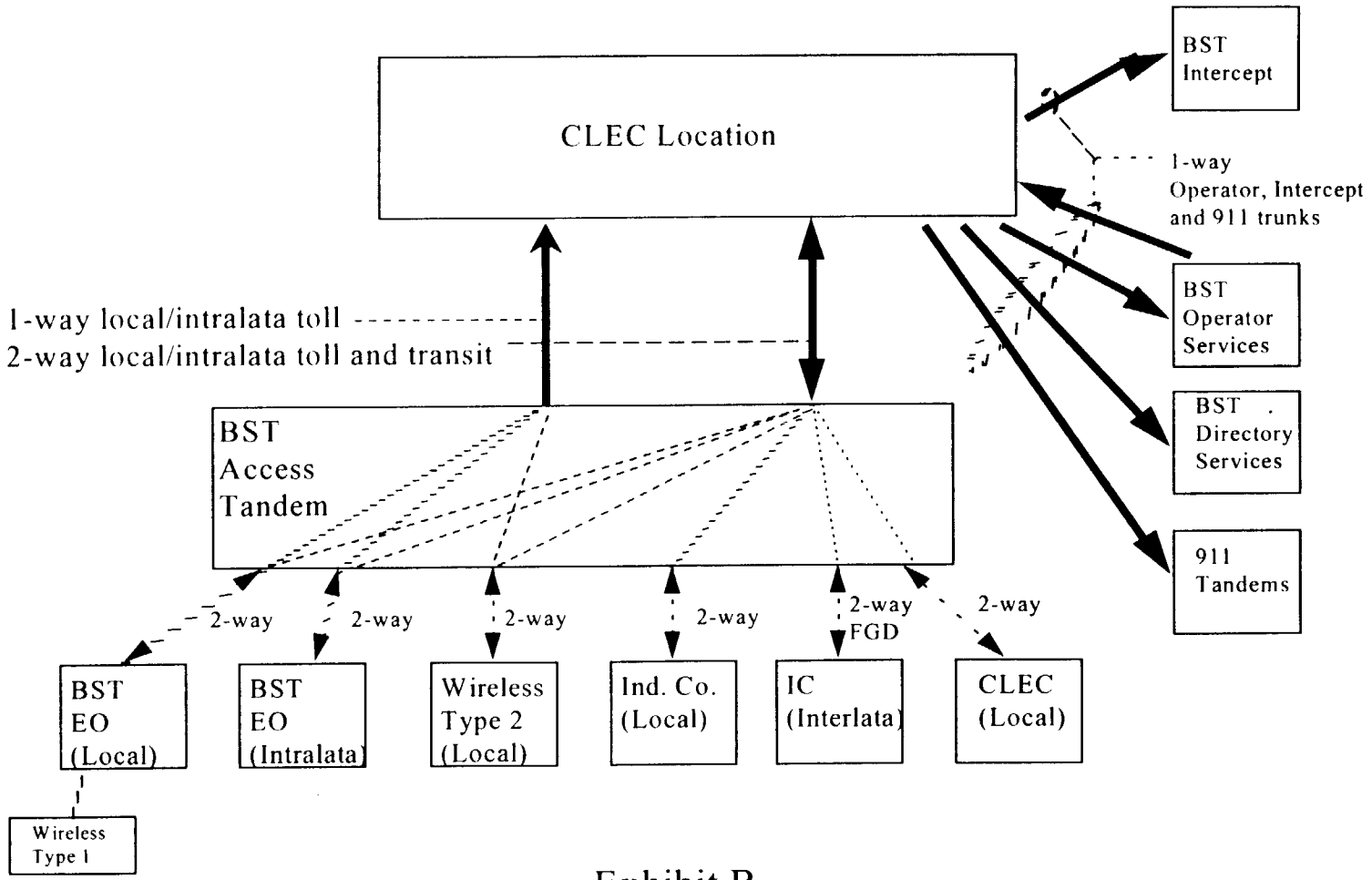


Exhibit B

One-Way Trunking Architecture

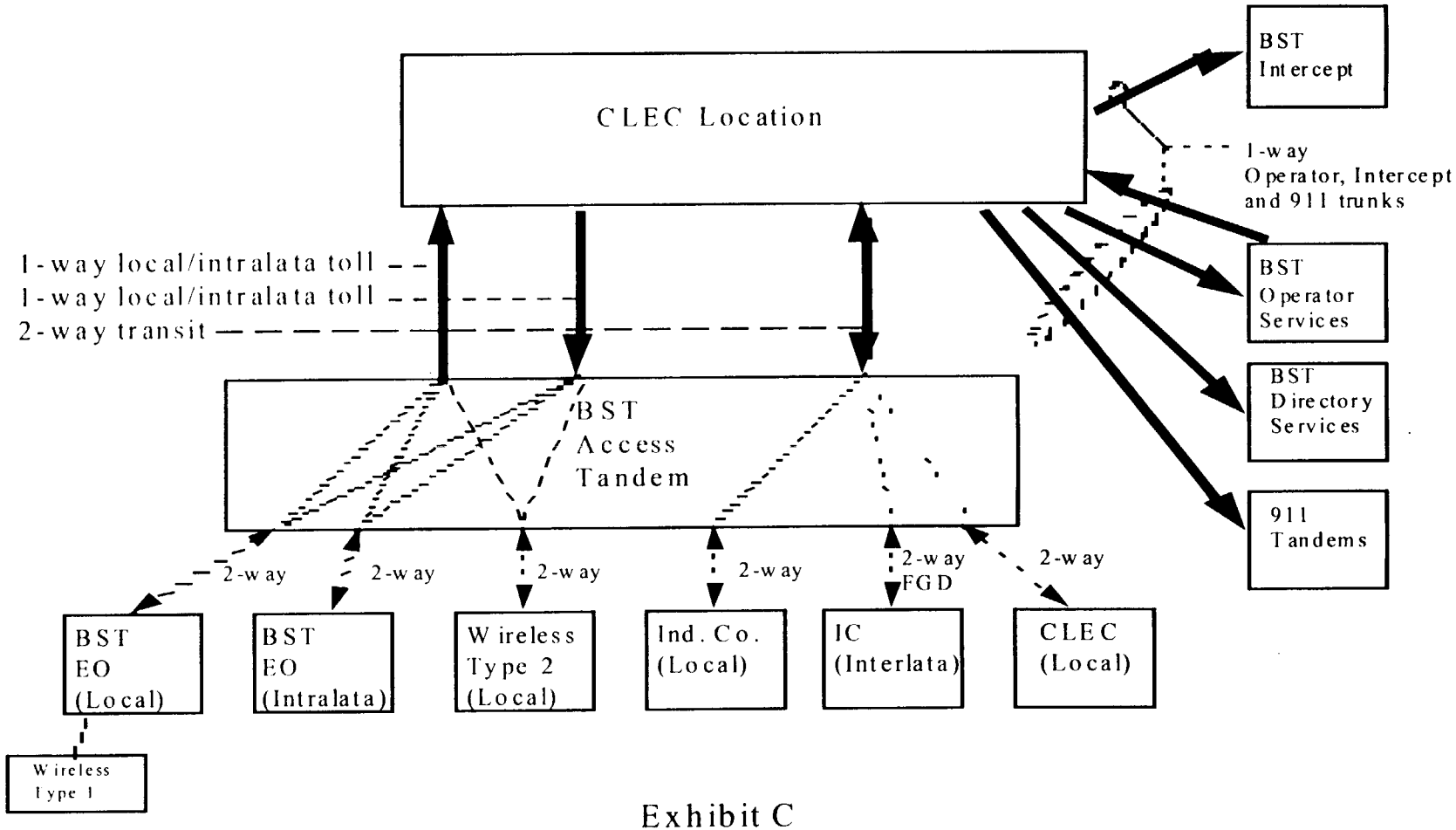


Exhibit C

Two-Way Trunking Architecture

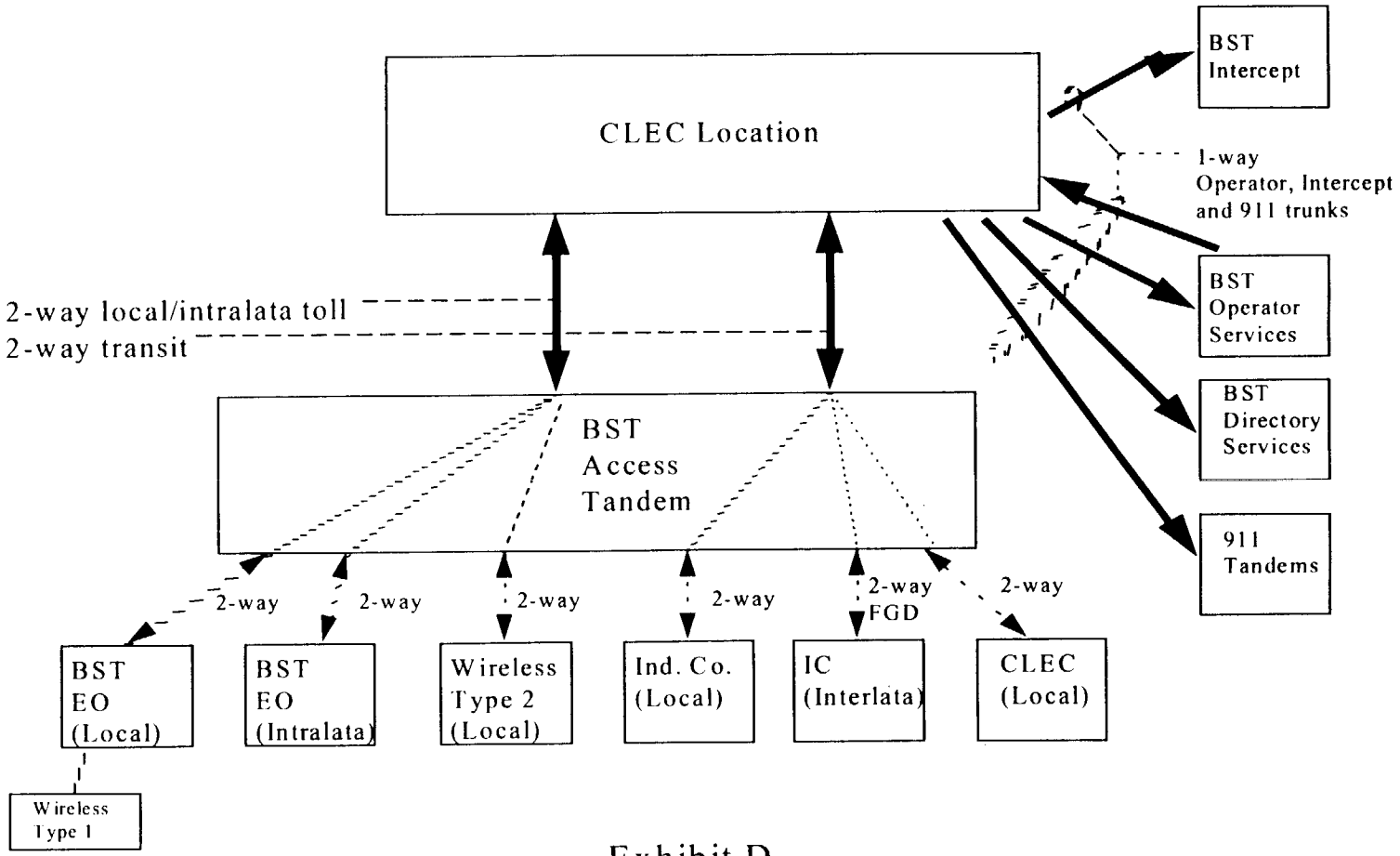


Exhibit D

SuperGroup Architecture

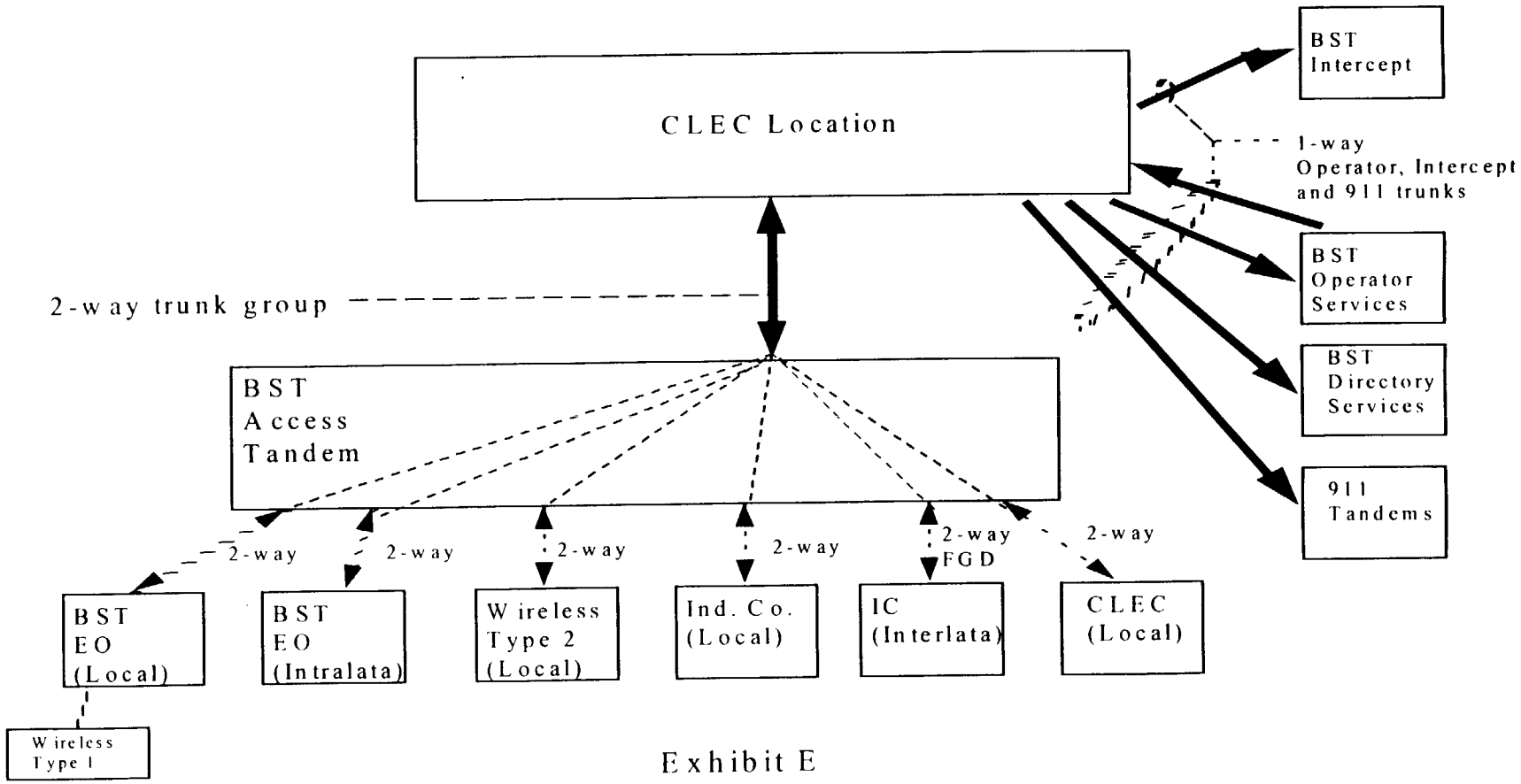


Exhibit E

BELLSOUTH/DIECA RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)										
End Office Switching, per mou	N/A	$0.0018	NA	$0.0016333	$0.002562	NA	$0.0023771	$0.004	$0.0019295	$0.0019
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)		NA	$0.002	NA	NA	$0.00209	NA	NA	NA	NA
Tandem Switching, per mou	N/A	$0.00063	$0.00029	$0.0006757	$0.001096	NA	$0.0007834	$0.0015	$0.0006843	$0.000676
Tandem Switching (assumes 5 miles of transport per mou)	N/A	NA	NA	NA	NA	$0.00430	NA	NA	NA	NA
Tandem Local Interconnection, per mou (includes end office switching element)		NA	$0.00325	NA	NA	$0.00639	NA	NA	NA	NA
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99		NA	$0.00125	NA	NA	$0.00430	NA	NA	NA	NA
Local Intermediary, per mou (applies to transit traffic only)		NA	$0.00125	NA	NA	$0.00430	NA	NA	NA	NA
Tandem Intermediary Charge, per mou*	N/A	$0.0015	NA	NA	$0.001096	NA	NA	NA	NA	NA
*(This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges)										
TRUNK PORT CHARGE										
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and DIECA shall be as set forth in Section E 6 of the appropriate BellSouth intrastate access tariff. At such time as BellSouth develops a cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such cost based rates and shall true up such charges in accordance with this Attachment		BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates
INTEROFFICE TRANSPORT										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00004	$0.0000121	$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	$0.00045	$0.0005	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00036	$0.0004672	$0.00036
Interoffice Channel Transport - Dedicated - VG										
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XF	$0.03390	NA	$0.0222	NA	$0.0384	NA	$0.03	$0.0373	$0.0173
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XF	$18.49	NA	$17.07	NA	$19.10	NA	$18.01	$21.42	$18.33
NRC - 1st	1L5XF	$144.27	NA	$79.61	NA	$104.23	NA	$138.19	$136.44	$83.35
NRC - Add'l	1L5XF	$54.15	NA	$36.08	NA	$39.91	NA	$52.85	$51.37	$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	NA	$26.20	NA	$176.31	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$40.54	NA	$18.94	NA	$26.20	NA	$90.97	$39.63	$31.63
Interoffice Channel Transport - Dedicated - VG - Kentucky & Mississippi										
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5NF	NA	NA	NA	$0.03	NA	$0.0323	NA	NA	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5NF	NA	NA	NA	$27.66	NA	$21.33	NA	NA	NA
NRC - Facility Termination -1st	1L5NF	NA	NA	NA	$142.31	NA	$144.77	NA	NA	NA
NRC - Facility Termination - Add'l	1L5NF	NA	NA	NA	$56.21	NA	$56.06	NA	NA	NA
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAC	NA	NA	NA	$37.21	NA	$36.86	NA	NA	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAC	NA	NA	NA	$37.21	NA	$36.86	NA	NA	NA
Interoffice Channel Transport - Dedicated - DS0 - 56/64 KBPS										
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XK	$0.0339	$0.0252	$0.0222	NA	$0.0384	NA	$0.03	$0.0373	$0.17
Interoffice Transport - Dedicated - DS0 - facility termination per month	1L5XK	$17.81	$21.33	$16.45	NA	$18.37	NA	$17.40	$20.71	$17.74
NRC - 1st	1L5XK	$144.27	$137.15	$79.61	NA	$104.23	NA	$138.19	$136.44	$83.35
NRC - Add'l	1L5XK	$54.15	$64.45	$36.08	NA	$39.91	NA	$52.85	$51.37	$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	NA	$26.20	NA	$176.31	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$40.34	NA	$18.94	NA	$26.20	NA	$90.97	$39.63	$31.63
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi										
DS0 - per mile	1L5NK	NA	NA	NA	$0.03	NA	$0.0323	NA	NA	NA
DS0 - Facility Termination	1L5NK	NA	NA	NA	$26.95	NA	$20.64	NA	NA	NA
NRC - Facility Termination - 1st	1L5NK	NA	NA	NA	$142.31	NA	$144.77	NA	NA	NA
NRC - Facility Termination - Add'l	1L5NK	NA	NA	NA	$56.21	NA	$56.06	NA	NA	NA
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAC	NA	NA	NA	$37.21	NA	$36.86	NA	NA	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAC	NA	NA	NA	$37.21	NA	$36.86	NA	NA	NA
Interoffice Channel Transport - Dedicated - DS1										
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XL	$0.69	$0.6013	$0.4523	NA	$0.7831	NA	$0.5759	$0.7598	$0.3525

BELLSOUTH/DIECA RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
Interoffice Transport - Dedicated - DS1 - facility termination per month	1L5XL	$79.69	$99.79	$78.47	NA	$93.40	NA	$71.32	$94.98	$75.83
NRC - 1st	1L5XL	$223.59	$45.91	$147.07	NA	$160.49	NA	$218.28	$216.27	$166.53
NRC - Add'l	1L5XL	$168.60	$44.18	$111.75	NA	$123.03	NA	$164.55	$162.70	$124.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	NA	$26.20	NA	$38.12	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$40.34	NA	$18.94	NA	$26.20	NA	$38.12	$39.63	$31.63
Interoffice Channel Transport - Dedicated - DS1 - Kentucky & Mississippi										
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5NL	NA	NA	NA	$0.45	NA	$0.6598	NA	NA	NA
Interoffice Transport - Dedicated - DS1 - facilities termination per month	1L5NL	NA	NA	NA	$55.05	NA	$74.40	NA	NA	NA
NRC - Facility Termination - 1st	1L5NL	NA	NA	NA	$298.18	NA	$222.81	NA	NA	NA
NRC - Facility Termination - Add'l	1L5NL	NA	NA	NA	$231.23	NA	$168.92	NA	NA	NA
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAC	NA	NA	NA	NA	NA	$36.83	NA	NA	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAC	NA	NA	NA	NA	NA	$36.86	NA	NA	NA
Interoffice Channel Transport - Dedicated - DS3										
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XM	$12.56	$10.22	$6.53	NA	$14.04	NA	$13.00	$19.08	$5.89
Interoffice Transport - Dedicated - DS3 - facility termination per month	1L5XM	$771.60	$984.55	$725.53	NA	$1,101.00	NA	$720.65	$960.82	$760.20
NRC - 1st	1L5XM	$961.93	$772.93	$778.80	NA	$713.57	NA	$798.95	$941.07	$729.27
NRC - Add'l	1L5XM	$532.45	$435.92	$439.62	NA	$404.36	NA	$582.33	$503.72	$411.98
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$100.19	NA	$77.41	NA	$71.19	NA	$91.37	$92.52	$75.98
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$100.19	NA	$77.41	NA	$71.19	NA	$91.37	$92.52	$75.98
Interoffice Channel Transport - Dedicated - DS3 - Kentucky & Mississippi										
Interoffice Channel Transport - Dedicated - DS3 - per mile										
Interoffice Transport - Dedicated - DS3 - facility termination per month	1L5NM	NA	NA	NA	$12.62	NA	$15.02	NA	NA	NA
NRC - DS3 - Facility Termination -1st	1L5NM	NA	NA	NA	$1,204.00	NA	$744.38	NA	NA	NA
NRC - DS3 - Facility Termination - Add'l	1L5NM	NA	NA	NA	$946.23	NA	$812.30	NA	NA	NA
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAC	NA	NA	NA	$516.89	NA	$596.55	NA	NA	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAC	NA	NA	NA	$93.12	NA	$64.97	NA	NA	NA
Local Channel - Dedicated										
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring	TEFV2	$14.61	$18.02	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
NRC - 1st	TEFV2	$572.46	$477.33	$382.95	$597.14	$401.17	$565.31	$556.57	$554.00	$254.14
NRC - Add'l	TEFV2	$92.07	$124.32	$62.40	$110.52	$66.35	$93.30	$90.19	$88.58	$28.96
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$45.12	NA	$18.94	$41.46	$29.54	$41.57	$598.80	$43.75	$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$18.73	NA	$8.42	NA	$19.46	$27.39	$102.94	$13.55	$23.84
Local Channel - Dedicated - 4-Wire VG										
Monthly Recurring	TEFV4	$15.77	$19.01	$14.99	$23.38	$16.21	$19.03	$15.88	$18.05	$20.14
NRC - 1st	TEFV4	$581.14	$477.33	$368.44	$585.15	$407.11	$573.83	$565.05	$562.46	$257.05
NRC - Add'l	TEFV4	$95.21	$124.32	$64.05	$98.53	$68.61	$96.40	$93.16	$91.57	$30.34
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$45.12	NA	$18.94	$98.53	$29.54	$41.57	$607.28	$43.64	$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$18.73	NA	$8.42	$11.99	$19.46	$27.39	$105.94	$13.55	$23.84
Local Channel - Dedicated - DS1										
Monthly Recurring	TEFHG	$35.52	$44.35	$38.36	$43.80	$43.80	$38.91	$35.69	$37.20	$40.27
NRC - 1st	TEFHG	$549.85	$246.50	$356.15	$538.95	$396.86	$588.53	$537.66	$534.81	$343.71
NRC - Add'l	TEFHG	$475.02	$230.49	$312.89	$464.94	$342.92	$501.32	$465.45	$462.81	$277.86
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$91.22	NA	$44.22	$87.71	$61.82	$81.30	$623.92	$87.99	$23.51
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA	NA	NA	NA	NA	NA	$467.22	$3.11	$21.75
Local Channel - Dedicated – DS3										
Monthly Recurring	TEFHJ	$559.98	$630.65	$558.51	$697.89	$696.07	$533.33	$499.09	$602.18	$633.15
NRC - 1st	TEFHJ	$1,106.14	$879.42	$882.03	$1,091.00	$811.30	$569.08	$565.29	$1,091.00	$829.52
NRC - Add'l	TEFHJ	$676.66	$542.41	$545.85	$661.23	$502.09	$534.58	$530.75	$654.13	$512.23
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$100.19	NA	$77.41	$93.12	$71.19	$56.84	$56.33	$92.52	$75.98
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$100.19	NA	$77.41	$93.12	$71.19	$56.84	$56.33	$92.52	$53.03
CHANNELIZATION										
DS3 Channelization (DS3 to DS1)										

BELLSOUTH/DIECA RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
per Channelized System per month	SATCS	$210.87	$213.22	$173.51	$236.32	$245.84	$229.30	$226.81	$204.07	$225.59
NRC - 1st	SATCS	$355.25	$280.12	$284.43	$425.41	$259.76	$356.80	$351.95	$423.77	$265.08
NRC - Add'l	SATCS	$245.86	$196.07	$199.98	$303.33	$182.64	$247.40	$243.76	$295.21	$185.94
NRC -1sr - Disconnect	SATCS	$78.43	$64.06	$66.76	NA	$60.96	$79.94	$77.90	NA	$61.09
NRC -Add'l - Disconnect	SATCS	$63.70	$52.60	$55.25	NA	$50.46	$65.20	$63.32	NA	$50.31
NRC - Channel System - Incremental Cost - Manual Svc. Order -1st	SOMAC	$28.44	NA	$21.61	$41.47	$19.74	$26.95	$28.13	$43.41	$21.71
NRC - Channel System - Incremental Cost - Manual Svc. Order - Add'l	SOMAC	$13.47	NA	$9.61	NA	$8.77	$11.98	$13.33	$15.36	$10.46
NRC - Channel System - Incremenatl Cost - Manual Svc. Order - Disconnect - 1st	SOMAC	$18.46	NA	$13.61	NA	$12.43	$16.97	$18.26	NA	$14.21
NRC - Channel System - Incremenatl Cost - Manual Svc. Order - Disconnect - Add'l	SOMAC	$1.50	NA	NA	NA	NA	NA	$1.48	NA	$1.46
per Interface per month	SATCO	$4.53	$6.31	$7.13	$8.52	$7.55	$5.58	$4.61	$9.69	$3.91
NRC - 1st	SATCO	$15.85	$13.39	$13.45	$15.86	$12.29	$15.85	$15.76	$15.54	$12.61
NRC - Add'l	SATCO	$11.35	$9.59	$9.63	$11.36	$8.80	$11.35	$11.28	$11.13	$9.03
DS1 Channelization (DS1 to DS0)										
per Channelized System per month	SATC1	$139.58	$163.88	$137.97	$200.01	$209.87	$146.87	$177.72	$179.81	$165.21
NRC - 1st	SATC1	$269.98	$208.64	$212.01	$302.82	$193.63	$271.52	$267.19	$304.00	$197.21
NRC - Add'l	SATC1	$163.04	$126.61	$129.60	$184.20	$118.37	$164.56	$161.43	$178.92	$119.99
NRC -1sr - Disconnect	SATC1	$34.88	$26.42	$28.95	NA	$26.44	$36.38	$34.55	NA	$25.66
NRC -Add'l - Disconnect	SATC1	$21.32	$15.95	$18.43	NA	$16.83	$22.82	$21.14	NA	$15.81
NRC - Channel System - Incremental Cost - Manual Svc. Order -1st	SOMAC	$28.44	NA	$21.61	$41.47	$19.74	$26.95	$28.13	$43.41	$21.71
NRC - Channel System - Incremental Cost - Manual Svc. Order -Add'l	SOMAC	$13.47	NA	$9.61	$11.99	$8.77	$11.98	$13.33	$15.36	$10.46
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect -1st	SOMAC	$18.46	NA	$13.61	NA	$12.43	$16.97	$18.26	NA	$14.21
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect -Add'l	SOMAC	$1.50	NA	NA	NA	NA	NA	$1.48	NA	$1.46
DS1 Channization Interfaces										
per OCU-DP(data) card per month(2 4-64kbps)	SATSA	$2.61	$3.13	$2.65	$2.94	$3.12	$2.86	$2.88	$3.36	$2.46
NRC - 1st	SATSA	$15.85	$13.39	$13.45	$15.86	$12.29	$15.85	$15.76	$15.54	$12.61
NRC - Add'l	SATSA	$11.35	$9.59	$9.63	$11.36	$8.80	$11.35	$11.28	$11.13	$9.03
per VG card per month	SATSA	$1.26	$1.78	$1.48	$1.40	$1.62	$1.45	$1.64	$1.93	$1.25
NRC - 1st	SATSA	$15.85	$13.39	$13.45	$15.86	$12.29	$15.85	$15.76	$15.54	$12.61
NRC - Add'l	SATSA	$11.35	$9.59	$9.63	$11.36	$8.80	$11.35	$11.28	$11.13	$9.03
Local Interconnection Mid-Span Meet										
Local Channel - Dedicated - DS1										
DS1 Monthly Recurring per month	TEFHG	$17.76	$22.18	$19.18	$21.90	$21.90	$19.46	$17.85	$18.60	$20.14
NRC - DS1 - 1st	TEFHG	$251.79	$123.25	$178.08	$269.48	$174.28	$247.42	$268.83	$267.41	$138.68
NRC - DS1 - Add'l	TEFHG	$221.42	$115.25	$156.45	$232.47	$150.15	$217.64	$232.73	$231.41	$116.63
NRC - DS1 - Disconnect Chg - 1st	TEFHG	$23.14	NA	NA	NA	$12.08	$23.43	NA	NA	$16.59
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	$16.09	NA	NA	NA	$10.66	$16.51	NA	NA	$11.15
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAC	$61.95	NA	$44.22	$87.71	$42.34	$59.58	$623.92	$87.99	$45.68
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAC	$0.00	NA	NA	NA	NA	NA	$467.22	$3.11	$1.76
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAC	$29.27	NA	NA	NA	$19.48	$27.51	NA	NA	$21.75
Rates For DIECA Remote Access Concentrator (RAS) Interconnection										
Port Termination charges apply in all cases										
Per DS1 Port Termination:										
Monthly Recurring Per DS1:	TBD	$133.89	$133.14	$150.86	$150.11	$162.95	$133.22	$147.71	$146.06	
Non-recurring per DS1:										
Non-recurring initial DS1	TBD	$223.59	$147.07	$298.18	$160.49	$222.81	$218.28	$216.27	$166.53	
Non-recurring per additional DS1	TBD	$168.60	$111.75	$231.23	$123.03	$168.92	$164.55	$162.70	$124.84	
NRC - Incremental Charge - Manual Service Order - 1st	TBD	$40.34	$18.94	NA	$26.20	$36.83	$38.12	$39.63	$30.15	
NRC - Incremental Charge - Manual Service Order - Add'l	TBD	$40.34	$18.94	NA	$26.20	$36.86	$38.12	$39.63	$31.63	
Per DS3 Port Termination:										
Total Monthly Recurring per DS3:	TBD	$4,130.93	$4,178.21	$4,687.59	$4,794.16	$5,105.69	$4,237.73	$4,666.49	$4,611.99	

BELLSOUTH/DIECA RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
Total Non-recurring per DS3:										
Non-recurring initial DS3	TBD	$961.93	$778.80	$946.23	$713.57	$812.30	$798.95	$941.07	$729.27	
Non-recurring per additional DS3	TBD	$532.45	$439.62	$516.89	$404.36	$596.55	$582.33	$503.72	$411.98	
NRC - Incremental Charge - Manual Service Order - 1st	TBD	$100.19	$77.41	$93.12	$71.19	$64.97	$91.37	$92.52	$75.98	
NRC - Incremental Charge - Manual Service Order - Add'l	TBD	$100.19	$77.41	$93.12	$71.19	$64.97	$91.37	$92.52	$75.98	
See Channelization rates in this Exhibit.										
Switching and Transport:										
In addition to Port Termination charges, these charges apply to BellSouth calls originating from BellSouth rate centers that are "intraLATA toll" to the rate center where DIECA's RAS is located										
Interoffice Transport - Dedicated Per DS1										
Per Mile per month	TBD	$0.69200	$0.45230	$0.45000	$0.78310	$0.65980	$0.57590	$0.75980	$0.35250	
Facility Termination per Month	TBD	$79.69	$78.47	$55.05	$93.40	$74.40	$71.32	$94.98	$75.83	
Non-recurring initial DS1	TBD	$223.59	$147.07	$298.18	$160.49	$222.81	$218.28	$216.27	$166.53	
Non-recurring per additional DS1	TBD	$168.60	$111.75	$231.23	$123.03	$168.92	$164.55	$162.70	$124.84	
NRC - Incremental Charge - Manual Service Order - 1st	TBD	$40.34	$18.94	NA	$26.20	$36.83	$38.12	$39.63	$30.15	
NRC - Incremental Charge - Manual Service Order - Add'l	TBD	$40.34	$18.94	NA	$26.20	$36.86	$38.12	$39.63	$31.63	
Interoffice Transport - Dedicated Per DS3										
Per Mile per month	TBD	$12.56	$6.53	$12.62	$14.04	$15.02	$13.00	$19.08	$5.89	
Facility Termination per Month	TBD	$771.60	$725.53	$1,204.00	$1,101.00	$744.38	$720.65	$960.82	$760.20	
Non-recurring initial DS3	TBD	$961.93	$778.80	$946.23	$713.57	$812.30	$798.95	$941.07	$729.27	
Non-recurring per additional DS3	TBD	$532.45	$439.62	$516.89	$404.36	$596.55	$582.33	$503.72	$411.98	
NRC - Incremental Charge - Manual Service Order - 1st	TBD	$100.19	$77.41	$93.12	$71.19	$64.97	$91.37	$92.52	$75.98	
NRC - Incremental Charge - Manual Service Order - Add'l	TBD	$100.19	$77.41	$93.12	$71.19	$64.97	$91.37	$92.52	$75.98	
Common Transport:										
Per Mile per MOU	TBD	$0.0000100	$0.0000080	$0.0000049	$0.0000083	$0.0000091	$0.0000400	$0.0000121	$0.0000400	
Facility Termination - Per MOU	TBD	$0.0004500	$0.0004152	$0.0004260	$0.0004700	$0.0004281	$0.0003600	$0.0004672	$0.0003600	
Tandem Switching:										
Per MOU	TBD	$0.0006300	$0.0006757	$0.0010960	$0.0043000	$0.0007834	$0.0015000	$0.0006843	$0.0006760	
Shared trunk port per port per MOU (EO side)	TBD	$0.0003300	$0.0002126	$0.0003796	$0.0003000	$0.0002834	$0.0003693	$0.0004034	$0.0003904	
Total:	TBD	$0.0009600	$0.0008883	$0.0014756	$0.0046000	$0.0010668	$0.0018693	$0.0010877	$0.0010664	
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 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 CLEC-1 is occupying the Collocation Space as a sole occupant or as a Host within a Premises location in Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, or Tennessee pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

1.2 Right to Occupy. ~~BellSouth shall offer to CLEC-1 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 allows CLEC-1 to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by CLEC-1 and agreed to by BellSouth (hereinafter "Collocation Space"). Premises as defined by the Code of Federal Regulation ("CFR") are BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth facilities on public rights-of-way, including containing but not limited to vaults containing loop concentrators or similar structures. For purposes of this Attachment, BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. For Remote Site collocation, the rates, terms, and conditions are set forth in Attachment **. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises or Remote Sites shall be negotiated upon request for collocation at such location(s). The size specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within a two-year period which are the same requirements that BellSouth applies to itself. **[ok – 8/29]**

1.2.1 In the state of Florida, the size specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within an eighteen (18) month period. **[Covad to review Florida Order language – 10/20] (okay for Covad, 10/26)**

1.2.1 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. CLEC-1 will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.3 Use of Space. CLEC-1 shall use the Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) that is ~~directly related to and thus~~ necessary, ~~required or indispensable to~~ for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, CLEC-1 may at its option, place CLEC-1-owned fiber entrance facilities to the Collocation Space. ~~In addition to, and not in lieu of, interconnection to BellSouth services and facilities, CLEC-1 may connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by CLEC-1 pursuant to Section 5.5 following.~~ **[BellSouth proposes to strike – disagree 12/6]**The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 Rates and Charges. CLEC-1 agrees to pay the rates and charges identified in Exhibit A attached hereto.

1.5 Due Dates. If any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.

1.6 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Notification

~~2.1Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit CLEC-1 to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available.~~

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit CLEC-1 to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.

Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available.

Availability Notification (FL). BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available.

Availability Notification (LA). BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available.

Availability Notification (MS). BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available.**[agreed 11/3]**

~~2.2~~Reporting. Upon request from CLEC-1, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

~~2.2.1~~2.1.1 The request from CLEC-1 for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

~~2.2.2~~2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) ~~business~~calendar days of receipt of such request. ~~BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond.~~

In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time,

BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond.**[agreed – 11/3]**

~~2.~~32.2 Denial of Application. After notifying CLEC-1 that BellSouth ~~has no available space~~does not have space to accommodate the particular type of collocation arrangement or that a lessor amount of space is available in the requested Premises ("Denial of Application"), BellSouth will allow CLEC-1, upon request, to tour the entire Premises within ten (10) ~~business~~calendar days of such Denial of Application. In order to schedule said tour within ten (10) ~~business~~calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) ~~business~~calendar days of the Denial of Application. If the request for the tour is not received within six (6) business days, Covad in entitled to tour the Premises within 20 business days of its request.**[ok – 8/29]**

Denial of Application (MS). In Mississippi, after notifying CLEC-1 that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow CLEC-1, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application.**[agreed – 11/3]**

~~2.~~42.3 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 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.**[open pending Covad review of BST proposal – 8/29]** [okay by Covad, 10/16]

~~2.~~52.4 ~~Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. CLEC-1 must submit an updated, complete, and correct application to BellSouth within 30 business days of such notification or notify BellSouth in writing within that time that CLEC-1 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 CLEC-1 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 CLEC-1 from the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list.~~

Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of

requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. CLEC-1 must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification or notify BellSouth in writing within that time that CLEC-1 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 CLEC-1 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 CLEC-1 from the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list.

Waiting List (FL). In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.

~~2.62.5~~ ~~Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application due to Space Exhaust. 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.~~

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application due to Space Exhaust. 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

~~2.72~~.6 State Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to CLEC-1 that are

different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted ~~for the first time~~ after the effective date thereof or as otherwise agreed to by the Parties. **[ok – 8/29]**

3. Collocation Options

3.1 Cageless. BellSouth shall allow CLEC-1 to collocate CLEC-1's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLEC-1 to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where CLEC-1's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups ~~where feasible~~. For equipment requiring special technical considerations, CLEC-1 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following. **[ok – 8/29]**

3.2 Cages. BellSouth shall construct enclosures in compliance with CLEC-1's collocation request. At CLEC-1's request, BellSouth shall permit CLEC-1 to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.

3.3 When CLEC-1 subcontracts the construction, CLEC-1 must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at CLEC-1's sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, CLEC-1 and CLEC-1's BellSouth Certified Contractor must comply with the more stringent local building code requirements. CLEC-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with CLEC-1 and provide, at CLEC-1's expense, the documentation, including architectural drawings, necessary for CLEC-1 to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to CLEC-1 the costs of providing the documentation. The BellSouth Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. CLEC-1 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 CLEC-1's locked enclosure prior to notifying CLEC-1.

3.3.1 BellSouth may elect to review CLEC-1's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. CLEC-1 shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. The review of the plans and specifications shall not impose delay on the construction of the enclosure, unless BellSouth notifies Covad in writing that its plans and specifications do not conform to the plans and specifications provided by BellSouth. The notice shall state how the specifications provided by Covad do not conform with BellSouth's specifications. If BellSouth reviews CLEC-1's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review CLEC-1's plans and specifications prior to construction, CLEC-1 will be entitled to request BellSouth to review; and in the event CLEC-1 does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require CLEC-1 to remove or correct within seven (7) calendar days at CLEC-1's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications. **[ok – 8/29]**

3.4 Shared (Subleased) Caged Collocation. CLEC-1 may allow other telecommunications carriers to share CLEC-1's caged collocation arrangement pursuant to terms and conditions agreed to by CLEC-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. CLEC-1 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 CLEC-1 that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and CLEC-1.

3.4.1 CLEC-1 shall be the sole interface and responsible Party to BellSouth for the ~~purpose of submitting applications for initial and additional equipment placements of Guest; for the assessment and billing 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.~~assessment and billing 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 prorate 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, CLEC-1 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 initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this application is not the initial application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with 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.**[Covad to review Florida Order language – 10/20]** ~~**[OPEN: Why would there have to be an application to put additional equipment in the collo space, if the space is sufficiently big to accommodate it. Might need to order new DS0s. This isn't clear to me. What do you anticipate the guest will be applying for; presumably guest has space/he already got it from the host]**~~**[agreed – 10/27]**

3.4.2 CLEC-1 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 CLEC-1's Guests in the Collocation Space except to the extent caused by BellSouth's ~~sole negligence~~, gross negligence, or willful misconduct.**[ok – 8/29]**

3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by CLEC-1 and in conformance with BellSouth's design and construction specifications. Further, CLEC-1 shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.

3.5.1 Should CLEC-1 elect such option, CLEC-1 must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, CLEC-1 and CLEC-1's BellSouth Certified Contractor must comply with the more stringent local building code requirements. CLEC-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC-1's BellSouth Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed

by the BellSouth Certified Contractor. CLEC-1 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 CLEC-1's locked enclosure prior to notifying CLEC-1.

3.5.2 CLEC-1 must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review CLEC-1's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews CLEC-1's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review CLEC-1's plans and specifications prior to construction, CLEC-1 will be entitled to request BellSouth to review; and in the event CLEC-1 does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require CLEC-1 to remove or correct within seven (7) calendar days at CLEC-1's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications

3.5.3 CLEC-1 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of ~~interconnection~~demarcation. At CLEC-1's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. CLEC-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.**[ok – 8/29]**

3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 preceding.

4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day CLEC-1's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify CLEC-1 in writing that the Collocation Space is ready for occupancy. CLEC-1 must notify BellSouth in writing, including electronically, 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,

CLEC-1's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.**[ok – 8/29]**

4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Attachment, Termination of Occupancy may occur in the following circumstances:

4.3.1 CLEC-1 may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.

4.3.2 Upon termination of such occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Collocation Space. CLEC-1 shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC-1's Guests; provided, however, that CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1 has fully vacated the Collocation Space. Should CLEC-1 or CLEC-1's Guest 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 CLEC-1 or CLEC-1's Guest at CLEC-1's expense and with no liability for damage or injury to CLEC-1 or CLEC-1's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of CLEC-1's right to occupy Collocation Space, CLEC-1 shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by CLEC-1 except for ordinary wear and tear, unless otherwise agreed to by the Parties. When Covad gives notice of termination of a collocation arrangement, BellSouth shall alert all CLECs on the waiting list for collocation space, if any, that prepared space is becoming available. If BellSouth is able to place another CLEC in the vacated Covad space, Covad shall not be required to return the space to its original condition.**[open – Parties to discuss further – 11/3][disagree - 11/15]** CLEC-1 shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition. If BellSouth is able to rent the vacated collocation space within six months, Covad shall be reimbursed for the pro rata share of the collocation space preparation it paid.**[BST cannot agree to this language.][disagree – 11/15]**

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment that is ~~directly related to and thus~~ necessary~~, required or indispensable~~ for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.**[ok – 8/29]**

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements:

Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

5.1.2 CLEC-1 shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement and that is capable of or used to originate and/or terminate traffic**[BellSouth proposes to add. Open pending further discussion between the Parties – 12/6]**. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. ~~Collocated cross-connect devices are not considered transmission equipment.~~**[Covad proposes to strike – open 11/3]** If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that CLEC-1 submits an application for terminations that exceed the total capacity of the collocated equipment, CLEC-1 will be informed of the discrepancy and will be required to submit a revision to the application.**[open pending Covad review – 8/29][Covad deleted 10/26][open 11/3 – Parties to discuss further]**

5.1.3 CLEC-1 shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

5.1.4 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment necessary to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. CLEC-1 will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. CLEC-1 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 CLEC-1's equipment in the Collocation Space. In the event CLEC-1 utilizes a non-metallic, riser-type entrance facility, a splice will not be required. CLEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. CLEC-1 is responsible for maintenance of the entrance facilities. At CLEC-1's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities ~~shall~~may be used between the adjacent collocation arrangement and the central office termination point.**[open pending Covad review – 8/29][agreed – 11/3]**

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide CLEC-1 with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to CLEC-1's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. CLEC-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another CLEC-1 collocation arrangement within the same BellSouth Premises. CLEC-1 must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to CLEC-1-provided riser cable.

DISAGREE SECTION 5.3

BELLSOUTH PROPOSAL

5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between CLEC-1'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. CLEC-1 shall be responsible for providing, and a supplier certified by BellSouth ("CLEC-1's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. CLEC-1 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.3, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At CLEC-1'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. CLEC-1 must make arrangements with a BellSouth Certified Supplier for such placement.

Demarcation Point (FL). For the purposes of this Attachment, BellSouth will designate the point(s) of demarcation between DIECA's equipment and/or network and BellSouth's network located at the perimeter of DIECA's Collocation Space. Except as provided below, each Party will be responsible for the installation, maintenance, and operation of all equipment/facilities on its side of the demarcation point.

DIECA shall be responsible for procuring the cable/cable extension. DIECA shall, through the use of a BellSouth Certified Vendor perform, 1) engineering and installation of the cable/cable extension from the DIECA equipment in the collocation space to the BellSouth designated network connection point; 2) termination of the cable extension at the DIECA equipment and the cable at the BellSouth designated network connection point; and 3) performance of end-to-end continuity testing. A copy of the continuity test results shall be provided to the local BellSouth Central Office Supervisor.

The actual cost of the cable/cable extension shall be prorated based on the respective length of the cable on each side of the demarcation point. The vendor cost of engineering and installing the cable/cable extension shall be prorated based on the respective length of the cable on each side of the demarcation point. The labor and material vendor costs of terminating the cable and cable extension shall be borne respectively by BellSouth and DIECA. The cost of continuity testing shall be borne equally between the Parties, if feasible.

In the event that a trouble exists after all cable installation and testing have been completed, DIECA shall be responsible for contracting with a BellSouth Certified Vendor to test the cable/cable extension and terminations, and to perform any required repairs. To the extent that a trouble is found to exist with the terminations of either Party, that Party shall be responsible for the entire vendor cost of the testing and repair. To the extent that troubles are determined to exist in the terminations of both Parties, the vendor cost of testing and repair shall be divided equally between the Parties.

In the event that trouble is found to exist that requires replacement of the cable or additional cable installation, the responsibilities set forth in paragraphs and shall apply.

In the event a trouble can be remedied in different ways, the party bearing the greater portion of the vendor costs shall have the ultimate decision making authority as to how the repair should be made. At the request of either party, the parties will meet to discuss any disputes regarding any of the above responsibilities or the manner in which the above work is being performed and shall make a good faith effort to resolve any such dispute in a timely manner. In the performance of their obligations hereunder neither party shall cause any unnecessary delay or expense to the other.**[open subject to review by Covad – 11/8][agreed FL only – 12/6]**

COVAD PROPOSAL

Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between DIECA'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. DIECA may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request. DIECA or its agent may perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 3.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. With the exception of cross-connects provisioned as set forth in this subsection, a certified vendor is required to perform all other equipment installation or provisioning activities within the collocation space, pursuant to Section 5.4.

5.4~~CLEC-1's Equipment and Facilities. CLEC-1, or if required by this Attachment, CLEC-1'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 CLEC-1 which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. CLEC-1 and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.~~

CLEC-1's Equipment and Facilities. CLEC-1, or if required by this Attachment, CLEC-1's Certified Supplier, is soelly responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1 within the collocation space assigned by BellSouth. All work performed by or for CLEC-1 shall conform to both BellSouth's guidelines and standards and generally accepted industry guidelines and standards.[agreed – 11/3]

~~Co-carrier cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth's telecommunications services, unbundled network elements, and facilities, CLEC-1 may directly connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by CLEC-1 or through BellSouth facilities of a type designated by CLEC-1, at CLEC-1's option. Such connections may be made using either optical or electrical facilities. CLEC-1 may deploy such optical or electrical connections directly between its own facilities and the facilities of other interconnector(s) without being routed through BellSouth equipment.~~ **][BST proposes to strike. Covad agrees to strike for FLORIDA ONLY – 12/6]**

~~5.5.1~~5.3.1 ~~If CLEC-1 requests a co-carrier cross-connect after the initial installation, CLEC-1 must submit an application. The applicable nonrecurring fee in Exhibit A shall apply in lieu of any application fee. CLEC-1 must use a BellSouth Certified Supplier to place the co-carrier cross-connect, except in cases where CLEC-1's equipment and the equipment of the other interconnector are located within contiguous Collocation Spaces and the co-carrier cross-connect is not routed over or through BellSouth space or the space of other collocators. In cases where CLEC-1's equipment and the equipment of the other interconnector are located in contiguous Collocation Spaces, CLEC-1 will have the option to deploy the co-carrier cross connects between the sets of equipment. Cable support charges shall be assessed per linear foot of support structure used.~~**[Co-carrier cross connect paragraphs open pending FL Reconsideration Order – 11/3][BST proposes to strike. Covad agrees to strike for FLORIDA ONLY – 12/6]**

~~5.6~~5.4 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to CLEC-1 at least 48 hours before access to the Collocation Space is required. CLEC-1 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that CLEC-1 will not bear any of the expense associated with this work.

~~5.7~~5.5 Access. Pursuant to Section 11, CLEC-1 shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1 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 CLEC-1 or CLEC-1's Guests provided with access keys or ~~cards~~devices ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.**[ok – 8/29]**

~~5.7.1~~5.5.1 Lost or Stolen Access Keys. CLEC-1 shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC-1 shall pay for all reasonable costs associated with the re-keying or deactivating the card.

~~5.8~~5.6 Interference or Impairment. Notwithstanding any other provisions of this Attachment, CLEC-1 shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades,

interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1'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.**[open pending Covad review – 8/29] [Covad agrees]**

~~5.8.1~~5.6.1 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 CLEC-1 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 any other significant degradation, interference or impairment of BellSouth's or another entity's service, 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 CLEC-1's equipment. BellSouth will ~~endeavor, but is not required, to~~ provide notice to CLEC-1 ~~prior to~~as soon as possible after taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.**[open pending Covad review – 8/29] [okay with deletion][agreed – 11/3]**

~~5.8.2~~5.6.2 For purposes of this Section 5.8, 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 CLEC-1 fails to take curative action within 48 hours then BellSouth will establish before the relevant state commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLEC-1 or, if subsequently necessary, the relevant state commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC-1 shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.**[open pending Covad review – 8/29] [Covad agrees]**

~~5.9~~5.7 Personalty and its Removal. Subject to requirements of this Attachment, Covad 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. Facilities and equipment placed by CLEC-1 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 personal property and may be removed by CLEC-1 at any time. Any damage caused to the Collocation Space by CLEC-1's employees, agents or representatives during the removal of such property shall be promptly repaired by CLEC-1 at its expense.**[ok – 8/29]**

~~5.10~~5.8 Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CLEC-1. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2.

~~5.11~~5.9 Janitorial Service. CLEC-1 shall be responsible for the general upkeep of the Collocation Space. CLEC-1 shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to CLEC-1 that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted ~~for the first time~~ after the effective date thereof unless otherwise agreed by the Parties.**[ok – 8/29]**

6.2 Application for Space. CLEC-1 shall submit an application document when CLEC-1 or CLEC-1's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.

6.2.1 Initial Application. For CLEC-1 or CLEC-1's Guest(s) initial equipment placement, CLEC-1 shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"), together with payment of the Application Fee as stated in Exhibit A. The Application is Bona Fide when it is complete and accurate, meaning

that all required fields on the application are completed with the appropriate type of information and the appropriate fees, described in Exhibit A, have been remitted. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC-1's Collocation Space(s) and an estimate of the amount of square footage required.

6.2.2 Subsequent Application. In the event CLEC-1 or CLEC-1's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), CLEC-1 shall complete an Application document ("Subsequent Application") detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLEC-1 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, equipment additions, etc. The fee paid by CLEC-1 for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to CLEC-1. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by CLEC-1 within 30 calendar days following CLEC-1's receipt of a bill or invoice from BellSouth. In no event shall the Subsequent Application Fee exceed a full Application Fee. The Subsequent 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 and the appropriate fees, described in Exhibit A, have been remitted. Upon request, BellSouth shall submit documentation to support the amount of the Subsequent Application Fee being assessed to Covad. **[ok – 8/29]**

6.3 ~~Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar business 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, and the space preparation fees, as described in Section 7. Also included will be an additional engineering fee, which recovers costs associated with provisioning CLEC-1's request, including, but not~~

~~limited to, work associated with building cable pairs and tie cable terminations, as ordered in the Application. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.~~ **~~[proposal is to delete language]~~**

6.3 ~~Application Response in Florida. Response to a Bone Fide Application for collocation will be returned to Covad within 15 calendar days, when Covad submits 9 or less application at the same time. When Covad submits ten or more applications within 10 calendar days, the initial 15 day response period will increase by 10 dyas for every additional 10 applications or fraction thereof.~~

6.3 Application Response. In Alabama, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit CLEC-1 a reasonable opportunity to correct each deficiency. CLEC-1 must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If CLEC-1 fails to resubmit its Application as Bona Fide within this ten (10) day period, CLEC-1 will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

Application Response (SC). Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. **When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall**

consider the total volume from all requests from telecommunications companies for collocation.[bolded language is in disagree for Covad – 11/3][agreed 11/15]

Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable CLEC-1 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 CLEC-1 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.

Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") 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.

Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space

preparation fees, as described in Section 7. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.

Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2. BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business 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) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.**[all Application Response language agreed to with the exception of bolded language – 11/3]**

6.4 ~~Application Modifications. If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate CLEC-1's Bona Fide Application as a result of changes requested by CLEC-1 to CLEC-1's original application, then BellSouth will charge CLEC-1 a rate based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require CLEC-1 to resubmit the application with an Application Fee.~~

Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge CLEC-1 a Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require CLEC-1 to submit the Application with an Application Fee.

Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply: If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate CLEC-1's Bona Fide Application as a result of changes requested by CLEC-1 to CLEC-1's original application, then BellSouth will charge CLEC-1 a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require CLEC-1 to resubmit the Application with an Application Fee.

Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate CLEC-1's Bona Fide Application as a result of changes requested by CLEC-1 to CLEC-1's original Application, then BellSouth will charge CLEC-1 a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require CLEC-1 to resubmit the Application with an Application Fee.

Application Modifications (Kentucky & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate CLEC-1's Bona Fide Application as a result of changes requested by CLEC-1 to CLEC's original Application, then BellSouth will charge CLEC-1 a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require CLEC-1 to resubmit the Application with an Application Fee.

Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate CLEC-1's Bona Fide Application as

a result of changes requested by CLEC-1 to CLEC's original Application, then BellSouth will charge CLEC-1 a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require CLEC-1 to resubmit the Application with an Application Fee.

Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate CLEC-1's Bona Fide Application as a result of changes requested by CLEC-1 to CLEC's original application, then BellSouth will charge CLEC-1 a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require CLEC-1 to resubmit the application with an Application Fee.**[all Application Modification language agreed to – 11/3]**

6.5 ~~Bona Fide Firm Order. CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when CLEC-1 has completed the Application/Inquiry process described in Section 6.2, preceding, has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth , and has remitted all appropriate fees included therein. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to CLEC-1's Bona Fide Application.~~

6.5 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when CLEC-1 has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than seven (7) calendar days after BellSouth's Application Response to CLEC-1's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2.1, in which case CLEC-1 must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar

days of BellSouth's receipt of the Bona Fide Application. If CLEC-1 fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If CLEC-1 fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of An Application Response, the Application will expire.

Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when CLEC-1 has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to CLEC-1's Bona Fide Application or the Application will expire.

Bona Fide Firm Order (Kentucky & Mississippi). CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when CLEC-1 has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to CLEC-1's Bona Fide Application or the Application will expire.**[all Bona Fide Firm Order language agreed to – 11/3]**

6.5.1 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of CLEC-1's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

6.5.2 BellSouth will permit one accompanied site visit to CLEC-1's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to CLEC-1., otherwise, access shall be pursuant to Section 7.8 of this Attachment.**[ok – 10/2]**

6.5.3 ~~Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.~~**[ok to strike – 10/2]**

6.5.4 CLEC-1 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date CLEC-1 desires access to the Collocation Space.

6.6 ~~Construction and Provisioning Interval. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 120180 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.~~

6.6 Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements within a maximum of 90 calendar days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with CLEC-1 or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and CLEC-1 cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

Construction and Provisioning Interval (Georgia). BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the

Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with CLEC-1 or seek a waiver from this interval from the Commission.

Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augumemtation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

Construction and Provisioning Interval (Kentucky). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to

support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order.

6.7 **Construction and Provisioning Intervals for Modification of Existing Collocation Spaces.** Where Covad is already collocation in a central office, and seeks modification of its collocation space, the following intervals shall apply for the following requests:

Additional Power	15 days
Additional DS0s	30 days
Additional DS1, DS3	30 days
Additional Space	60 days

For any other modifications, the intervals in section 6.7 will apply.**[disagree – 11/3]**

~~6.7~~6.8 Joint Planning. Joint planning between BellSouth and CLEC-1 will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. The Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to CLEC-1 during joint planning. BellSouth will complete design work related to work for which BellSouth is responsible following joint planning.

~~6.8~~6.9 Permits. ~~Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications~~. BellSouth shall use its best efforts to assign Covad collocation space within BellSouth Premises that has existing infrastructure such as HVAC, lighting, and available power. To the extent that BellSouth is required to perform any work in connection with Covad's collocation arrangement, upon completion of the detailed engineering

and architectural plans and upon request from Covad, BellSouth shall provide Covad information from which the determination of a permit requirement was made as soon as possible but no later than 20 calendar days, and advise Covad of the permitting authority and permit processing number(s) to enable Covad to check the progress on obtaining any necessary permit(s).**[open pending FCC language affecting when architects begin provisioning of space – 10/19] [this is agreeable to Covad][Removed language pertaining to BST architects beginning engineering work after submission of a BFO. Agreed – 11/3]**

~~6.9~~6.10 Acceptance Walk Through. CLEC-1 and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by CLEC-1. BellSouth will correct any deviations to CLEC-1's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

~~6.10~~6.11 Use of BellSouth Certified Supplier. CLEC-1 shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. ~~CLEC-1 and CLEC-1's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564~~**[Covad proposes to strike – 10/2] All work performed by or for CLEC-1 shall conform to both BellSouth's guidelines and standards and generally accepted industry guidelines and standards.[agreed – 11/3]**. In some cases, CLEC-1 must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC-1 with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLEC-1's equipment and components, ~~installing co-carrier cross connects~~**[BST proposes to strike – disagree12/6]**, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and CLEC-1 upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 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 CLEC-1 or any supplier proposed by CLEC-1.

~~6.11~~6.12 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. CLEC-1 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC-1's Collocation Space. Upon request, BellSouth will provide CLEC-1 with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC-1. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.

~~6.12~~6.13 Basic Telephone Service. ~~Upon request of CLEC-1, 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~~Upon request of Covad, 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. BellSouth also shall provide Covad employees, contractors, agents, and representatives with reasonable access to basic facilities, such as restroom facilities, parking, and temporary, occasional use of electrical convenience outlets where available, while at BellSouth's premises.**[ok – 10/2]**

~~6.1~~36.14 Virtual to Physical 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, CLEC-1 may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to CLEC-1 within 180 calendar days of BellSouth's written denial of CLEC-1's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) CLEC-1 was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then CLEC-1 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. CLEC-1 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.**[open 10/2– Covad to review][agreed – 11/3]**

4.1 ~~Cancellation. If, at anytime, CLEC-1 cancels its order for the Collocation Space(s), CLEC-1 will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received in addition to any costs incurred by BellSouth as a direct result of canceling the order. In no event will the level of reimbursement under this paragraph exceed the maximum amount CLEC-1 would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.~~

If, at anytime prior to space acceptance, CLEC-1 cancels its order for the Collocation Space(s), CLEC-1 will reimburse BellSouth in the following manner: BellSouth will ascertain how far preparation work has progressed. To the extent that any work done on behalf of Covad can be transferred to another CLEC waiting for space in the central office, BellSouth will not charge Covad for such work. Otherwise, CLEC-1 will be billed the reasonable ~~applicable~~ non recurring rate for ~~any and all~~ work done on behalf of Covad's application. ~~processes for which work has begun.~~ [there won't be a non recurring rate under the new rate proposals, right]**[disagree – 12/6]**

~~6.1~~46.15

~~6.15~~6.16 Licenses. CLEC-1, 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.

~~6.16~~6.17 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

7. Rates and Charges

7.1 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. CLEC-1 shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. **The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy i.e., notification of Space Ready Date, or on the date CLEC-1 first occupies the Collocation Space through early space acceptance by signing a Waiver Document, whichever is sooner.~~later~~sooner.[open 11/8][open 11/15][open 12/6 - Covad to send proposal on when recurring charges should start.]** - 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. Additional engineering charges may apply as described in Section 6.3. In the event CLEC-1 opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7.5.**[3rd sentence open to Covad – 10/2][open – pending further discussion between the Parties, 11/3]**

7.2 Space Preparation Fee in Florida. Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. CLEC-1 shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date CLEC-1 first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Section 6.3. In

the event CLEC-1 opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7.3.

7.3 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of $100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. Additional engineering charges may apply as described in Section 6.3. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7.

7.4 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal –48V DC ampere requirements specified by CLEC-1 on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date CLEC-1 first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Section 6.3. In the event CLEC-1 opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to CLEC-1 as described in Section 7.5.

7.5 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

7.6 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, CLEC-1 shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, CLEC-1 shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event CLEC-1's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, CLEC-1 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 CLEC-1 first occupies the Collocation Space, whichever is later ~~sooner.~~[Last sentence open to Covad – 10/2][Paragraph 7.6 tied to resolution of 7.1 – 11/3]

7.7 Power. BellSouth shall make available –48 Volt (-48V) DC power for CLEC-1's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at CLEC-1's option within the Premises. BellSouth shall deliver power (including all necessary cabling) to Covad's collocation space or adjacent arrangement within the interval for preparation of space set forth in section 6.**[ok – 10/2]**

7.7.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to CLEC-1's equipment or space enclosure. ~~When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by CLEC-1's BellSouth Certified power Supplier. CLEC-1 is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to CLEC-1's equipment.~~ **[Covad proposes to strike – 10/2][disagree – 11/3]**Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by CLEC-1 must provide BellSouth a copy of the engineering power specification prior to the day on which CLEC-1's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and CLEC-1's arrangement area. CLEC-1 shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within CLEC-1's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. CLEC-1 shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

7.7.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, CLEC-1 has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of CLEC-1's dedicated power plant results in construction of a new power plant room, upon termination of CLEC-1's right to occupy collocation space at such site, CLEC-1 shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

7.7.3 If CLEC-1 elects to install its own DC Power Plant, BellSouth shall provide AC power to feed CLEC-1'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 CLEC-1's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC-1's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date.~~ **[Covad proposes to strike – 10/2]** Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At CLEC-1's option, CLEC-1 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.8 Security Escort. A security escort will be required whenever CLEC-1 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 6.5.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. ~~BellSouth~~Either Party will wait for one-half (1/2) hour after the scheduled time for such an escort and ~~CLEC-1~~ shall pay the other for such half-hour charges in the event ~~CLEC-1~~either Party fails to show up. **[Covad to review language to make last sentence reciprocal – 10/2] (Covad agrees 10/25)**

7.9 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by ~~final~~an effective order, ~~including any appeals,~~ in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC-1 shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLEC-1. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences. **[ok – 10/2]**

7.10 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).~~ Late payment charges are as set forth in Attachment 7.**[agreed – 11/3]**~~**CLEC-1 will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date. [why not just say, Covad will pay late payment fees pursuant to Attachment 7, paragraph 1.6 of this Agreement.]**~~**[agreed – 11/15]**

8. Insurance

8.1 CLEC-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

8.2 CLEC-1 shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.**[open pending further discussion between the Parties – 10/20.** ***Parties agreed on 2/3/00, Covad to go back to original language with inclusion of 8.7 proposal in 706 agreement.] [agreed by Covad 10/25]***

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLEC-1's real and personal property situated on or within BellSouth's Central Office location(s).

8.2.4 CLEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 ~~The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.~~**[ok – 10/2]**

8.4 All policies purchased by CLEC-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all CLEC-1's property has been removed from BellSouth's Premises, whichever period is longer. If CLEC-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC-1.

8.5 CLEC-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC-1 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC-1's insurance company. CLEC-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

~~1.6~~8.6 CLEC-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.7 Self-Insurance. If CLEC-1's net worth exceeds five hundred million dollars ($500,000,000), CLEC-1 may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. CLEC-1 shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to CLEC-1 in the event that self-insurance status is not granted to CLEC-1. If BellSouth approves CLEC-1 for self-insurance, CLEC-1 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC-1's corporate officers. The ability to self-insure shall continue so long as the CLEC-1 meets all of the requirements of this Section. If the CLEC-1 subsequently no longer satisfies this Section, CLEC-1 is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.

8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. Mechanics Liens

9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or CLEC-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. Inspections

10.1 ~~BellSouth may conduct an inspection of CLEC-1's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC-1 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.~~ BellSouth may periodically conduct an inspection of Covad's equipment and facilities in the Collocation Space(s) to check quality of engineering/installation of the Certified Vendor. BellSouth's inspection shall not delay activation of Covad's equipment unless violation of BellSouth TR-73503 standards are discovered and communicated expressly and in writing by BellSouth to Covad. In such instances, Covad may activate service upon notice to BellSouth of the cure of such safety violation, if any. BellSouth may conduct an inspection if Covad adds equipment and may otherwise conduct routine inspections of safety measures at reasonable intervals as mutually agreed upon by the Parties, however, such routine inspections shall not exceed once a quarter. BellSouth shall provide Covad with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance written notice of all such inspections. All costs of such inspection shall be borne by BellSouth.**[ok – 10/2]]**

11. Security and Safety Requirements

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceding, or authorized agents of CLEC-1 will be permitted in the BellSouth Premises. CLEC-1 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 CLEC-1 name. BellSouth reserves the right to remove from its premises any employee of CLEC-1 not possessing identification issued by CLEC-1 or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section 11.

11.1.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the BellSouth Premises, for the states/counties where the CLEC-1 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. This requirement will not apply if CLEC-1 has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the CLEC-1 employee seeking access, for the states/counties where the CLEC-1 employee has worked and lived for the past five years.

11.1.2 CLEC-1 will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth. BellSouth will administer security training to its personnel assigned to the BellSouth Premises.**[ok – 10/2]**

11.1.3 CLEC-1 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLEC-1 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 CLEC-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC-1 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).

~~11.1.4CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.~~ **[ok to strike – 10/2]**

~~11.1.5~~11.1.4 ~~CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.~~ **[ok to strike – 10/2]**

~~11.1.6~~11.1.5 For each CLEC-1 employee requiring access to a BellSouth Premises pursuant to this Attachment, CLEC-1 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, CLEC-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC-1 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.

~~11.1.7~~11.1.6 At BellSouth's request, CLEC-1 shall promptly remove from the BellSouth's Premises any employee of CLEC-1 BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of CLEC-1 is ~~found~~seen interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth. **[ok – 10/2]**

11.2 Notification to BellSouth. BST reserves the right to interview CLEC-1'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 CLEC-1's Security contact of such interview. CLEC-1 and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC-1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLEC-1 for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that CLEC-1's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CLEC-1 for BellSouth property which is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or contractors and where CLEC-1 agrees, in good faith, with the results of such investigation. CLEC-1 shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its

employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

12. Destruction of Collocation Space

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for CLEC-1's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate its occupancy of the damaged Collocation Space, 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 CLEC-1'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 CLEC-1, 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. CLEC-1 may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLEC-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other

charges, depending upon the unsuitability of the Collocation Space for CLEC-1's permitted use, until such Collocation Space is fully repaired and restored and CLEC-1's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where CLEC-1 has placed an Adjacent Arrangement pursuant to Section 3.5, CLEC-1 shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

14. Nonexclusivity

14.1 CLEC-1 understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – ALABAMA
PHYSICAL COLLOCATION[10/2 – DISAGREE. Covad proposes to pay 50% on an interim bases, of all rate elements across the board for every state regardless of a final Order by the Commission until such time that new rates are issued.]

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$7,124.00 Disconnect Charge $1.73
PE1CA	Subsequent Application Fee	Per request	NA	$1,600.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.58	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.96	
PE1SM	Common Systems Modifications – Caged*	Per cage	$100.66	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$136.64	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$15.85	NA
PE1PJ	Floor Space	Per sq. ft.	$3.85	NA
PE1BD	Cable Installation	Per cable	NA	$2,335.00
PE1PM	Cable Support Structure	Per entrance cable	$23.23	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.86	
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects **(Note 1)**	Per cross connect		First/Add'l
PE1P2	2-wire		$.28	$30.76/$29.40
PE1P4	4-wire		$.56	$31.01/$29.58
PE1P1	DS-1		$2.14	$60.81/$41.71
PE1P3	DS-3		$38.63	$57.80/$39.81
PE1F2	2-fiber		$12.10	$55.46/$39.18
PE1F4	4-fiber		$21.75	$66.71/$50.43

ALABAMA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Cross Connects (continued)	Per cross connect		First/Add'l Disconnect Charges
	2-wire			First/Add'l $12.75/$11.38
	4-wire			$12.82/$11.39
	DS-1			$12.85/$11.50
	DS-3			$14.93/$11.76
	2-fiber			$16.83/$13.27
	4-fiber			$21.86/$18.31
	~~Co-Carrier Cross-Connect~~**[BST proposes to strike for all states– disagree 12/6 all states except FL]**			
~~PE1ES~~	~~Fiber Cable Support Structure~~	~~Per linear ft.~~	~~$.003~~	~~$540.00~~
~~PE1DS~~	~~Copper or Coaxial Cable Support Structure~~	~~Per linear ft.~~	~~$.004~~	~~$540.00~~
PE1AX	Security Access System Security System*	Per central office	$52.00	
PE1A1	New Access Card Activation*	Per card		$55.00
PE1AA	Administrative change, existing card*	Per card		$35.00
PE1AR	Replace lost or stolen card*	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross connect		
PE1PE	2-Wire Cross-Connect		$0.08	NA
PE1PF	4-Wire Cross-Connect		$0.17	NA
PE1PG	DS1 Cross-Connect		$0.69	NA
PE1PH	DS3 Cross-Connect		$4.74	NA
PE1B2	2-Fiber Cross-Connect		$32.02	NA
PE1B4	4-Fiber Cross-Connect		$40.48	NA
AEH	Additional Engineering Fee	Per request, First half hour/add'l half hour		First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00

ALABAMA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	$43.47/$25.82
PE1OT	Overtime		NA	$55.25/$32.79
PE1PT	Premium Time		NA	$67.03/$39.76

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	$34.03 / $32.67	$14.48 / $13.11
4-wire	$34.28 / $32.85	$14.55 / $13.12
DS-1	$64.08 / $44.98	$14.58 / $13.23
DS-3	$61.07 / $43.08	$16.66 / $13.49

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, CLEC-1 may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC Tariff No. 1, Section 20.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – FLORIDA PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,160.00
	Space Preparation Fees			
PE1SJ	Firm Order Processing			$1,211.00
PE1SK	Central Office Modifications	Per sq. ft.	$2.58	
PE1SL	Common Systems Modifications – Cageless	Per sq. ft.	$2.96	
PE1SM	Common Systems Modifications – Caged	Per cage	$100.66	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Wire Cage	Per first 100 sq. ft.	$205.93	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	$20.20	NA
PE1PJ	Floor Space	Per sq. ft.	$6.57	NA
PE1BD	Cable Installation	Per cable		$1,826.00
PE1PM	Cable Support Structure		$21.66	NA
	Power			
PE1PL	-48V DC Power	Per amp	$8.86	
PE1FB	120V AC Power single phase	Per breaker amp	$5.62	
PE1FD	240V AC Power single phase	Per breaker amp	$11.26	
PE1FE	120V AC Power three phase	Per breaker amp	$16.88	
PE1FG	277 AC Power three phase	Per breaker amp	$38.98	
	Cross Connects **(Note 1)**			First/Add'l
	2-wire	Per cross connect	$.074	$34.53/$32.51
	4-wire	Per cross connect	$.148	$34.54/$32.53
	DS1	Per cross connect	$1.29	$54.15/$40.94
	DS3	Per cross connect	$17.48	$53.28/$39.65
	2-fiber	Per cross connect	$2.96	$53.28/$39.66
	4-fiber	Per cross connect	$5.66	$66.08/$52.47

FLORIDA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Co-Carrier Cross-Connect			
PE1ES	Fiber Cable Support Structure	Per linear ft.	$.003	$540.00
PE1DS	Copper or Coaxial Cable Support Structure	Per linear ft.	$.004	$540.00
PE1AX	Security Access System Security System	Per premises	$89.48	
PE1A1	New Access Card Activation	Per card	$.06	$56.03
PE1AA	Administrative change, existing card	Per card		$15.71
PE1AR	Replace lost or stolen card	Per card		$45.93
PE1SR	Space Availability Report	Per premises requested		$2,168.00
	POT Bay **(Note 2)**		NA	NA
AEH	Additional Engineering Fee	Per request, First half hour/add'l half hour		First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00
	Security Escort	Per ¼ hour		
PE1BQ	Basic Time		NA	$10.89
PE1OQ	Overtime		NA	$13.64
PE1PQ	Premium Time		NA	$16.40

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, CLEC-1 may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through the appropriate BellSouth tariff.

(2) **POT Bays**: BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for CLEC-1 to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – GEORGIA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	$1,600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**	Per sq. ft.	NA	$100.00
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$170.64	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$17.33	NA
	Floor Space			
PE1PJ	Zone A	Per sq. ft.	$7.50	NA
PE1PK	Zone B	Per sq. ft.	$6.75	NA
PE1BD	Cable Installation	Per cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
	Power			
PE1PL	-48V DC Power	Per amp	$5.00	
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects **(Note 1)**	Per cross connect		First/Add'l
PE1P2	2-wire		$0.30	$12.60/$12.60
PE1P4	4-wire		$0.50	$12.60/$12.60
PE1P1	DS-1		$8.00	$155.00/$27.00
PE1P3	DS-3		$72.00	$155.00/$27.00
PE1F2	2-fiber		$15.64	$41.56/$29.82
PE1F4	4-fiber		$28.11	$50.53/$38.78

GEORGIA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Co-Carrier Cross-Connect			
PE1ES	Fiber Cable Support Structure	Per linear ft.	$.003	$540.00
PE1DS	Copper or Coaxial Cable Support Structure	Per linear ft.	$.004	$540.00
PE1AX	Security Access System Security System*	Per premises	$52.00	
PE1A1	New Access Card Activation*	Per card		$55.00
PE1AA	Administrative change, existing card*	Per card		$35.00
PE1AR	Replace lost or stolen card*	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.40	NA
PE1PF	4-Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
AEH	Additional Engineering Fee	Per request, First half hour/add'l half hour		First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$41.00/$25.00
PE1OT	Overtime		NA	$48.00/$30.00
PE1PT	Premium Time		NA	$55.00/$35.00

N/A refers to rate elements which do not have a negotiated rate.

(1) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, CLEC-1 may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC Tariff No. 1, Section 20.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – KENTUCKY PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$9,926.72
PE1CA	Subsequent Application Fee	Per request	NA	$1,600.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.58	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.96	
PE1SM	Common Systems Modifications – Caged*	Per cage	$100.66	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$201.02	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.42	NA
PE1PJ	Floor Space	Per sq. ft.	$5.00	NA
PE1BD	Cable Installation	Per cable	NA	$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	$24.23	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.86	
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects **(Note 1)**	Per cross connect		First/Add'l
PE1P2	2-wire		$0.31	$54.21/$51.07
PE1P4	4-wire		$0.62	$54.23/$50.96
PE1P1	DS-1		$1.92	$99.23/$69.15
PE1P3	DS-3		$39.94	$97.48/$66.90
PE1F2	2-fiber		$15.64	$41.56/$29.82
PE1F4	4-fiber		$28.11	$50.53/$38.78

KENTUCKY (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Co-Carrier Cross-Connect			
PE1ES	Fiber Cable Support Structure	Per linear ft.	$.003	$540.00
PE1DS	Copper or Coaxial Cable Support Structure	Per linear ft.	$.004	$540.00
PE1AX	Security Access System Security System*	Per premises	$52.00	
PE1A1	New Access Card Activation	Per card		$55.00
PE1AA	Administrative change, existing card	Per card		$35.00
PE1AR	Replace lost or stolen card	Per card		$250.00
PE1SR	Space Availability Report	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.06	NA
PE1PF	4-Wire Cross-Connect		$0.15	NA
PE1PG	DS1 Cross-Connect		$0.58	NA
PE1PH	DS3 Cross-Connect		$4.51	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$56.09/$31.99
PE1OT	Overtime		NA	$67.75/$39.00
PE1PT	Premium Time		NA	$79.41/$46.01
AEH	Additional Engineering Fee	Per request, first half hr/add'l half hr.		First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, CLEC-1 may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC Tariff No. 1, Section 20.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – LOUISIANA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$4,910.00
PE1CA	Subsequent Application Fee	Per request	NA	$1,600.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.58	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.96	
PE1SM	Common Systems Modifications – Caged*	Per cage	$100.66	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$197.55	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.07	NA
PE1PJ	Floor Space	Per sq. ft.	$4.01	NA
PE1BD	Cable Installation	Per cable	NA	$1,706.00 Disconnect charge $36.00
PE1PM	Cable Support Structure	Per entrance cable	$24.05	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.86	
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects **(Note 1)**	Per cross connect		First/Add'l
PE1P2	2-wire		$0.26	$23.04/$22.11
PE1P4	4-wire		$0.52	$23.23/$22.24
PE1P1	DS-1		$2.03	$43.61/$30.60
PE1P3	DS-3		$36.27	$41.46/$29.20

LOUISIANA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1F2	2-fiber		$19.13	$41.07/$29.63
PE1F4	4-fiber		$34.38	$49.81/$38.37
				Disconnect Charges
				First/Add'l
	2-wire			$9.48/$8.54
	4-wire			$9.53/$8.55
	DS-1			$9.56/$8.63
	DS-3			$11.06/$8.86
	2-fiber			$12.84/$10.29
	4-fiber			$16.75/$14.20
	Co-Carrier Cross-Connect			
PE1ES	Fiber Cable Support Structure	Per linear ft.	$.003	$540.00
PE1DS	Copper or Coaxial Cable Support Structure	Per linear ft.	$.004	$540.00
PE1AX	Security Access System Security System*	Per premises	$52.00	
PE1A1	New Access Card Activation*	Per card		$55.00
PE1AA	Administrative change, existing card*	Per card		$35.00
PE1AR	Replace lost or stolen card	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.0776	NA
PE1PF	4-Wire Cross-Connect		$0.1552	NA
PE1PG	DS1 Cross-Connect		$0.6406	NA
PE1PH	DS3 Cross-Connect		$4.75	NA
PE1B2	2 Fiber Cross-Connect		$47.44	NA
PE1B4	4 Fiber Cross-Connect		$63.97	NA
AEH	Additional Engineering Fee	Per request, first half hr/add'l half hr.		First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00

LOUISIANA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$32.35/$19.95
PE1OT	Overtime		NA	$40.50/$25.00
PE1PT	Premium Time		NA	$48.66/$30.05

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Cross Connects**: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	$24.92/$23.99	$10.56/$9.62
4-wire	$25.11/$24.12	$10.61/$9.63
DS-1	$45.49/$32.48	$10.64/$9.71
DS-3	$43.34/$31.08	$12.14/$9.94

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, CLEC-1 may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC Tariff No. 1, Section 20.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – MISSISSIPPI PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$6,993.00 Disconnect Charge $1.70
PE1CA	Subsequent Application Fee	Per request	NA	$1,600.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.58	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.96	
PE1SM	Common Systems Modifications – Caged*	Per cage	$100.66	
	Space Enclosure(100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$205.08	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.83	NA
PE1PJ	Floor Space	Per sq. ft.	$3.45	
PE1BD	Cable Installation	Per cable	NA	$2,419.00 Disconnection charge $53.24
PE1PM	Cable Support Structure	Per entrance cable	$22.90	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.86	
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects **(Note 1)**	Per cross connect		First/Add'l
PE1P2	2-wire		$.3996	$30.93/$29.59
PE1P4	4-wire		$.7992	$31.17/$29.77

MISSISSIPPI (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P1	DS-1		$2.90	$60.42/$41.68
PE1P3	DS-3		$53.31	$57.45/$39.81
PE1F2	2-fiber		$15.64	$41.56/$29.82
PE1F4	4-fiber		$28.11	$50.53/$38.78
				Disconnect Charges First/Add'l
	2-wire			$12.76/$11.43
	4-wire			$12.83/$11.43
	DS-1			$12.87/$11.54
	DS-3			$14.92/$11.80
	2-fiber			$12.96/$10.34
	4-fiber			$16.97/$14.35
	Co-Carrier Cross-Connect			
PE1ES	Fiber Cable Support Structure	Per linear ft.	$.003	$540.00
PE1DS	Copper or Coaxial Cable Support Structure	Per linear ft.	$.004	$540.00
PE1AX	Security Access System Security System*	Per premises	$52.00	
PE1A1	New Access Card Activation*	Per card		$55.00
PE1AA	Administrative change, existing card*	Per card		$35.00
PE1AR	Replace lost or stolen card	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.1195	NA
PE1PF	4-Wire Cross-Connect		$0.2389	NA
PE1PG	DS1 Cross-Connect		$0.9862	NA
PE1PH	DS3 Cross-Connect		$5.81	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
AEH	Additional Engineering Fee	Per request, first half hr/add'l half hr.		First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00

MISSISSIPPI (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$42.87/$25.54
PE1OT	Overtime		NA	$54.43/$32.41
PE1PT	Premium Time		NA	$65.99/$39.28

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Cross Connects**: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	$33.58 / $32.24	$14.27 / $12.94
4-wire	$33.82 / $32.42	$14.34 / $12.94
DS-1	$63.07 / $44.33	$14.38 / $13.05
DS-3	$60.10 / $42.46	$16.43 / $13.31

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, CLEC-1 may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC Tariff No. 1, Section 20.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	$1,600.00 Minimum
	Space Preparation Fees			
	Central Office Modification*	Per sq. ft.	$1.57	
	Common Systems Modification – Cageless*	Per sq. ft.	$3.26	
	Common Systems Modification – Caged*	Per cage	$110.79	
	Power*	Per nominal –48v DC Amp	$5.76	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh*	Per first 100 sq. ft.	$102.76	NA
PE1CW	Welded Wire-mesh*	Per add'l 50 sq. ft.	$10.44	NA
PE1PJ	Floor Space*	Per sq. ft.	$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	$21.33	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$6.65	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects **(Note 1)**	Per cross connect		First/Add'l
PE1P2	2-wire*		$0.32	$41.78/$39.23
PE1P4	4-wire*		$0.64	$41.91/$39.25
PE1P1	DS-1*		$2.34	$71.02/$51.08
PE1P3	DS-3*		$42.84	$69.84/$49.43
PE1F2	2-fiber		$15.99	$67.34/$48.55
PE1F4	4-fiber		$28.74	$82.35/$63.56

NORTH CAROLINA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Co-Carrier Cross-Connect			
PE1ES	Fiber Cable Support Structure	Per linear ft.	$.003	$540.00
PE1DS	Copper or Coaxial Cable Support Structure	Per linear ft.	$.004	$540.00
PE1AX	Security Access System Security System*	Per premises	$52.00	
PE1A1	New Access Card Activation*	Per card		$55.00
PE1AA	Administrative change, existing card*	Per card		$35.00
PE1AR	Replace lost or stolen card	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.10	NA
PE1PF	4-Wire Cross-Connect		$0.19	NA
PE1PG	DS1 Cross-Connect		$0.79	NA
PE1PH	DS3 Cross-Connect		$4.85	NA
PE1B2	2 Fiber Cross-Connect		$39.67	NA
PE1B4	4 Fiber Cross-Connect		$53.49	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$42.92/$25.56
PE1OT	Overtime		NA	$54.51/$32.44
PE1PT	Premium Time		NA	$66.10/$39.32
AEH	Additional Engineering Fee	Per request, first half hr/add'l half hr.		First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Cross Connect:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First/Additional
2-wire	$46.53/$43.98
4-wire	$46.64/$43.98
DS-1	$75.72/$55.78
DS-3	$74.54/$54.13

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, CLEC-1 may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC Tariff No. 1, Section 20.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$4,850.00
PE1CA	Subsequent Application Fee	Per request	NA	$1,600.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.58	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.96	
PE1SM	Common Systems Modifications – Caged*	Per cage	$100.66	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$224.60	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$22.81	NA
PE1PJ	Floor Space	Per sq. ft.	$3.90	NA
PE1BD	Cable Installation	Per cable	NA	$2,217.00
PE1PM	Cable Support Structure	Per entrance cable	$24.55	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.86	
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects **(Note 1)**	Per cross connect		First/Add'l
PE1P2	2-wire		$.3648	$41.50/$38.94
PE1P4	4-wire		$.7297	$41.56/$38.90
PE1P1	DS-1		$2.70	$70.79/$50.78
PE1P3	DS-3		$49.24	$69.60/$49.14
PE1F2	2-fiber		$15.06	$69.28/$48.89
PE1F4	4-fiber		$27.08	$84.07/$63.68

SOUTH CAROLINA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Co-Carrier Cross-Connect			
PE1ES	Fiber Cable Support Structure	Per linear ft.	$.003	$540.00
PE1DS	Copper or Coaxial Cable Support Structure	Per linear ft.	$.004	$540.00
PE1AX	Security Access System Security System*	Per premises	$52.00	
PE1A1	New Access Card Activation*	Per card		$55.00
PE1AA	Administrative change, existing card*	Per card		$35.00
PE1AR	Replace lost or stolen card	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.1091	NA
PE1PF	4-Wire Cross-Connect		$0.2181	NA
PE1PG	DS1 Cross-Connect		$0.9004	NA
PE1PH	DS3 Cross-Connect		$5.64	NA
PE1B2	2 Fiber Cross-Connect		$37.36	NA
PE1B4	4 Fiber Cross-Connect		$50.38	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$43.00/$25.57
PE1OT	Overtime		NA	$54.62/$32.46
PE1PT	Premium Time		NA	$66.24/$39.35
AEH	Additional Engineering Fee	Per request, first half hr/add'l half hr.		First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Cross Connects**: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional
2-wire	$46.66 / $44.10
4-wire	$46.68 / $44.02
DS-1	$75.88 / $55.87
DS-3	$74.69 / $54.23

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, CLEC-1 may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through the FCC Tariff No. 1, Section 20.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – TENNESSEE PHYSICAL COLLOCATION

*** Rates are interim and are subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	$1,600.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.58	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.96	
PE1SM	Common Systems Modifications – Caged*	Per cage	$100.66	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$190.79	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$19.38	NA
PE1PJ	Floor Space	Per sq. ft.	$7.50	NA
PE1BD	Cable Installation	Per cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.86	
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects **(Note 1)**	Per cross connect		First/Add'l
PE1P2	2-wire		$0.30	$19.20/$19.20
PE1P4	4-wire		$0.50	$19.20/$19.20
PE1P1	DS-1		$8.00	$155.00/$27.00
PE1P3	DS-3		$72.00	$155.00/$27.00
PE1F2	2-fiber		$15.64	$41.56/$29.82
PE1F4	4-fiber		$28.11	$50.53/$38.78

TENNESSEE (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Co-Carrier Cross-Connect			
PE1ES	Fiber Cable Support Structure	Per linear ft.	$.003	$540.00
PE1DS	Copper or Coaxial Cable Support Structure	Per linear ft.	$.004	$540.00
PE1AX	Security Access System Security System	Per premises	$52.00	
PE1A1	New Access Card Activation	Per card		$55.00
PE1AA	Administrative change, existing card	Per card		$35.00
PE1AR	Replace lost or stolen card	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.40	NA
PE1PF	4-Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$41.00/$25.00
PE1OT	Overtime		NA	$48.00/$30.00
PE1PT	Premium Time		NA	$55.00/$35.00
AEH	Additional Engineering Fee	Per request, first half hr/add'l half hr.		First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, CLEC-1 may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through the FCC Tariff No. 1, Section 20.

EXHIBIT B

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 CLEC-1 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and CLEC-1 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. CLEC-1 should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC-1 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. CLEC-1 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 CLEC-1 space with proper notification. BellSouth reserves the right to stop any CLEC-1 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by CLEC-1 are owned by CLEC-1. CLEC-1 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 CLEC-1 or different hazardous materials used by CLEC-1 at BellSouth Facility. CLEC-1 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 CLEC-1 to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC-1 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 CLEC-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC-1 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and CLEC-1 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, CLEC-1 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. CLEC-1 further agrees to cooperate with BellSouth to ensure that CLEC-1'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 CLEC-1, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

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)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	• P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

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 CLEC-1 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 CLEC-1 Remote Site 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 the rates, terms, and conditions of this Attachment, BellSouth hereby grants to CLEC-1 a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by CLEC-1 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 other 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. The size specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within a two year period.

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 CLEC-1 that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, ~~upon CLEC-1's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC-1. CLEC-1 agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for CLEC-1. 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 CLEC-1 as above, CLEC-1 shall be responsible for obtaining such permission to access and use such property . BellSouth shall cooperate with CLEC-1 in obtaining such permission.~~**[ok to leave in – 11/3]**If for whatever reason, BellSouth is unable to obtain rights to allow Covad to place its equipment in the remote site, BellSouth shall make packet switched unbundling available to Covad as set forth in section **[open – 11/3][ok to strike – 11/15]**_____.

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. CLEC-1 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. CLEC-1 shall use the Remote Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) that is ~~directly related to and thus~~ necessary for ~~, required or indispenable for~~ **[ok – 11/3]**interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, CLEC-1 may connect to other interconnectors within the designated BellSouth Remote Site Location (including to its other virtual or physical collocated arrangements) through DS1 co-Carrier cross connect facilities where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested. Such co-carrier cross connect must be performed by a BellSouth Certified Supplier. ~~The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.~~**[ok to leave in – 11/3]**

1.6 Rates and charges. CLEC-1 agrees to pay the rates and charges identified in Exhibit A attached hereto, on an interim basis, subject to true-up, when final rates of these elements are set by state commissions.**[ok – 11/3]**

2. Space Notification

2.1 BellSouth shall provide to Covad a list of all remote collocation sites (including their CILLI codes and the CILLI codes for the corresponding central offices), including their address/location, their size and the type of equipment that BellSouth currently has employed in those Remote Collocation Sites, and a description of the amount of space available at the time the list was comprised.**[open – 11/3. Covad to review BST proposed language under 2.2.1]**

2.2 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit CLEC-1 to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations ~~or that Remote Site collocation is not practical for technical reasons.~~ **[ok to leave in – 11/3]** BellSouth will respond to an Application within ten (10) business days as to whether space is available or not available within a BellSouth Remote Site Location. 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 6.5.2 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~~ shall make packet switched unbundling available pursuant to section _____ below. **[Covad to submit alternate proposal – 11/15]** If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available.

2.2 Reporting. Upon request from CLEC-1, 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.

2.3.1 2.2.1 The request from CLEC-1 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 located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4 and for the Remote Site Location may be obtained from Telecordia Technologies. If CLEC-1 is unable to obtain the CLLI code, from for example a site visit to the remote site, CLEC-1 may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, CLEC-1 should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. CLEC-1 should complete all the requested information and submit the Request with the applicable fee to BellSouth.

2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) business days of receipt of such request. ~~BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Remote Site~~

~~Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond.~~**[ok – 11/3]**

2.3 Denial of Application. After notifying CLEC-1 that BellSouth has no available space in the requested Remote Site Location ("Denial of Application"), BellSouth will allow CLEC-1, upon request, to tour the Remote Site Location within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) business days of the Denial of Application. Any request for a tour which BellSouth receives later than (5) business days after the Denial of Application shall be granted within ten (10) business days of the request.**[ok – 11/3]**

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).

2.5 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. CLEC-1 must submit an updated, complete, and correct Application to BellSouth within 30 business days or notify BellSouth in writing that CLEC-1 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 CLEC-1 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 CLEC-1 from the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a 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 different than procedures or intervals set forth in this section applicable to CLEC-1, 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.

3. Collocation Options

3.1 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.

3.2 Cageless. BellSouth shall allow CLEC-1 to collocate CLEC-1's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLEC-1 to have direct access to its equipment and facilities. ~~BellSouth shall make cageless collocation available in single rack/bay increments pursuant to Section 6.~~ **[ok to leave in – 11/3]**For equipment requiring special technical considerations, CLEC-1 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 6.8 following. Subject to space availability and technical feasibility, at CLEC-1's option, CLEC-1 may enclose its equipment.

3.3 Shared (Subleased) Collocation. CLEC-1 may allow other telecommunications carriers to share CLEC-1's Remote Site collocation arrangement pursuant to terms and conditions agreed to by CLEC-1 ("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. CLEC-1 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 CLEC-1 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 CLEC-1.

3.3.1 CLEC-1 shall be the sole interface and responsible Party to BellSouth for the purpose of submitting Applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and

for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In 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 A. 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 CLEC-1 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 CLEC-1's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, subject to technical feasibility, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property and where permitted by zoning and other applicable state and local regulations. The Remote Site Adjacent Arrangement shall be constructed or procured by CLEC-1 and in conformance with BellSouth's design and construction specifications. Further, CLEC-1 shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

3.4.1 Should CLEC-1 elect such an option, CLEC-1 must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, CLEC-1 and CLEC-1's BellSouth Certified Contractor must comply with local building code requirements. CLEC-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC-1's BellSouth Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. CLEC-1 must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access CLEC-1's locked enclosure prior to notifying CLEC-1.

3.4.2 BellSouth maintains the right to review CLEC-1's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require CLEC-1, at CLEC-1's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 CLEC-1 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At CLEC-1's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. CLEC-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day CLEC-1"'s equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify CLEC-1 in writing that the Remote Collocation Space is ready for occupancy. CLEC-1 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, CLEC-1'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, CLEC-1 may terminate occupancy in a particular Remote Collocation Space upon thirty (30) business days prior written notice to BellSouth. Upon termination of such

occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Remote Collocation Space. CLEC-1 shall have thirty (30) business days from the termination date to complete such removal, unless the parties agree to extend that interval,**[ok – 11/3]** including the removal of all equipment and facilities of CLEC-1's Guests; provided, however, that CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1 has fully vacated the Remote Collocation Space. Should CLEC-1 or CLEC-1's Guest fail to vacate the Remote Collocation Space within thirty (30) business days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLEC-1 or CLEC-1's Guest at CLEC-1's expense and with no liability for damage or injury to CLEC-1 or CLEC-1'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, CLEC-1 shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the CLEC-1 except for ordinary wear and tear unless otherwise agreed to by the Parties. CLEC-1 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.

5. Use of Remote Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment that is ~~directly related to and thus~~ necessary for ~~, required or indispensable for~~ interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.**[ok – 11/3]**

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

5.1.2 CLEC-1 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 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment necessary to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.

5.1.4 ~~All CLEC-1 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.~~ **[ok to leave in – 11/3]**

5.2 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-leased entrance facilities into the Remote Collocation Space from CLEC-1's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space which is physically accessible by both Parties. CLEC-1 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. CLEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable . CLEC-1 is responsible for maintenance of the entrance facilities.

5.2.1 Shared Use. CLEC-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another CLEC-1 collocation arrangement within the same BellSouth Remote Site Location.

5.3 Demarcation Point. ~~Covad BellSouth~~ BellSouth **[ok – 11/3]**will designate the point(s) of demarcation between CLEC-1'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. CLEC-1 or its agent must perform all required maintenance to CLEC-1 equipment/facilities on its side of the demarcation point, pursuant to Section 5.8, following

5.4 CLEC-1's Equipment and Facilities. CLEC-1, or if required by this Attachment, CLEC-1'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 CLEC-1.

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, CLEC-1 shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1 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 CLEC-1 or CLEC-1'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. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 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. CLEC-1 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC-1 shall pay for all reasonable 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 CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1'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. 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 CLEC-1 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 CLEC-1's equipment. BellSouth will endeavor, but is not required, to provide notice to CLEC-1 prior to taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct. 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 CLEC-1 fails to take curative action within 48 hours of notice of the same from BellSouth then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLEC-1 or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates to the relevant state commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC-1 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.~~**[Parties agree to take Int/Imp language from Att.4 Central Office collocation (see below)– 11/3]**

1.1 Interference or Impairment. Notwithstanding any other provisions of this Attachment, CLEC-1 shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1'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.

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 CLEC-1 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 any other significant degradation, interference or impairment of BellSouth's or another entity's service, 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 CLEC-1's equipment. BellSouth will provide notice to CLEC-1 as soon as possible after taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.**[agreed – 11/3]**

5.9 Presence of Facilities. Facilities and equipment placed by CLEC-1 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 personality and may be removed by CLEC-1 at any time. Any damage caused to the Remote Collocation Space by CLEC-1's employees, agents or representatives shall be promptly repaired by CLEC-1 at its expense.

5.10 Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 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 CLEC-1. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require an Application Fee, pursuant to sub-section 6.2.2.

5.11 Upkeep of Remote Collocation Space. ~~CLEC-1 shall be responsible for the general upkeep and cleaning of the Remote Collocation Space~~CLEC-1 shall be responsible for the general upkeep of the Remote Collocation Space.**[ok – 11/15]** CLEC-1 shall be responsible for removing any CLEC-1 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 State or Federal Regulatory agency impose procedures or intervals. Should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to CLEC-1, 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. CLEC-1 shall submit a Remote Site Collocation Application when CLEC-1 or CLEC-1'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 CLEC-1 or CLEC-1's Guest(s) equipment placement, CLEC-1 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 CLEC-1's Remote Collocation Space(s). BellSouth shall provide Covad with a sample application for remote site collocation indicating which fields must be filled in and providing the correct codes, where applicable, for Covad's use in submitting remote site collocation applications.**[open pending Covad review of BST proposed language under 2.2.1 – 11/15]**

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 20 days of the actual billing date and is non-refundable.~~**[ok to strike – 11/15]**

6.3 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) calendar ~~business~~ days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within 15 ~~thirty (30)~~ business days of receipt of a Bona Fide Application. The Application Response will include the configuration of the space and an estimate of when the ~~of the interval to provide the~~ Remote Collocation Space will be provided, as described in Section 6.5. ~~When multiple applications are submitted within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.~~**[Parties agree to duplicate Section from Att. 4 Central Office collocation (see below) – 11/15]**

6.3 Application Response. In Alabama, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary

to cause the Application to become Bona Fide. Sufficient detail will be provided to permit CLEC-1 a reasonable opportunity to correct each deficiency. CLEC-1 must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If CLEC-1 fails to resubmit its Application as Bona Fide within this ten (10) day period, CLEC-1 will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, **the configuration of the space and an estimate of the interval to provide the Remote Site Collocation Space.[Covad to review BST proposal.– 12/6]**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.**[BST proposes to strike – 12/6]**

Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. **The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.[BST proposes to strike]** When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable CLEC-1 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.[BST proposes to**

strike] When CLEC-1 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.

Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") 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.[BST proposes to strike]**

Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. **The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.[BST proposes to strike]** When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. **The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.[BST proposes to strike]** BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of

more than twenty Application it is increased by five calendar days for every five Applications received within five business days.

Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2. BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business 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.[BST proposes to strike]** When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.**[open pending Covad review – 11/15]**

6.4 Bona Fide Firm Order. CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location in accordance with the Application and Response Application by submitting a Bona Fide Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to CLEC-1's Bona Fide Application.

6.4.1 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of CLEC-1's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. ~~No revisions will be made to a Bona Fide Firm Order.~~

6.4.2 BellSouth will permit one accompanied site visit to CLEC-1's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to CLEC-1.

6.4.3 Space preparation for the Remote Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order.

6.4.4 CLEC-1 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of 30 calendar days prior to the date CLEC-1 desires access to the Remote Collocation Space.

6.5 Construction and Provisioning Interval. ~~Excluding the time interval required to secure the appropriate government licenses and permits,~~ BellSouth will complete ~~use best efforts to complete construction for~~ Remote Site collocation arrangements ~~under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order.~~ within 30 days. ~~Ordinary conditions are defined as space available with only minor changes to infrastructure required. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Remote Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for legal compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.~~ **[disagree – 11/15]**

6.5.1 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth shall make package switched unbundling available in the Remote Collocation Site as described in section _____. ~~BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, excluding the time interval required to secure the appropriate government licenses and permits or additional public or private rights of way, BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide CLEC-1 with the estimated completion date in its Response.~~ **[ok to go back to original language – 11/15]**

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 ten (10) calendar days of the completion of finalized construction designs and specifications.

6.7 Acceptance Walk Through. Upon request, CLEC-1 and BellSouth will complete an acceptance walk through of each Remote Collocation Space requested from BellSouth by CLEC-1. BellSouth will correct any deviations to CLEC-1's original or

jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

6.8 Use of BellSouth Certified Supplier. CLEC-1 shall select a supplier that has been approved as a BellSouth Certified Supplier to perform all work requirred for the Remote Site Collocation. ~~engineering and installation work required in the Remote Collocation Space per TR 73503 specifications.~~ BellSouth shall provide CLEC-1 with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLEC-1"'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 CLEC-1 upon successful completion of installation. The BellSouth Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 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 CLEC-1 or any supplier proposed by CLEC-1.**[Parties agree to duplicate Section of Att. 4 Central Office collocation (see below) – 11/15]**

Use of BellSouth Certified Supplier. CLEC-1 shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. All work performed by or for CLEC-1 shall conform to both BellSouth's guidelines and standards and generally accepted industry guidelines and standards. In some cases, CLEC-1 must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC-1 with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLEC-1's equipment and components, **installing co-carrier cross connects,[BST proposes to strike – 12/6]** extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and CLEC-1 upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 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 CLEC-1 or any supplier proposed by CLEC-1.

6.9 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. ~~To the extent necessary, BellSouth shall provide Covad with information necessary to disable alarms while Covad is working on its equipment in the remote site~~. **[agreed to strike – 11/15]** Placement of these alarms will not imede CLEC-1's access to the Remote

Collocation Space. **[agreed – 11/15]**CLEC-1 shall be responsible for placement, monitoring and removal of alarms used to service CLEC-1's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

6.10 Basic Telephone Service. Upon request of CLEC-1, 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.

6.11 Virtual Remote Site Collocation Transition. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit A of this agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, CLEC-1 may purchase 2-wire and 4-wire cross-connects as set forth the service inquiry procedures established for sub loop unbundling as set forth in Attachment 2 of the Interconnection Agreement, and CLEC-1 may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, CLEC-1 may transition its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to CLEC-1 within 180 calendar days of BellSouth's written denial of CLEC-1's request for physical collocation, and (ii) CLEC-1 was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then CLEC-1 may transition its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. ~~CLEC-1 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.~~ **[ok to leave in – 11/15]**

6.12 Cancellation. If, at anytime, CLEC-1 cancels its order for the Remote Collocation Space(s), CLEC-1 will reimburse BellSouth for any expenses incurred

up to the date that written notice of the cancellation is received and for any expenses incurred by BellSouth as a result of the cancellation. In no event will the level of reimbursement under this paragraph exceed the maximum amount CLEC-1 would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.13 Licenses. CLEC-1, 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.

6.14 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B 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 20 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 CLEC-1's equipment. CLEC-1 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 CLEC-1's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at CLEC-1's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for CLEC-1'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 CLEC-1's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for

Adjacent Collocation. CLEC-1'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 CLEC-1's option, CLEC-1 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 CLEC-1 or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 6.4.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

7.5 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC-1 shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLEC-1. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree ~~that the Commission shall be called upon to resolve such differences.~~ the dispute shall be resolved pursuant to the dispute resolution section of the Agreement.**[open]**

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). CLEC-1 will pay a late payment charge of the lesser of the rate permitted by law or one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date~~ [this is covered in the main IA billing section].**[Parties agree to duplicate Att. 4 Central Office collocation section – 11/15]**

8. Insurance, Inspections, Mechanic's Liens, and Security and Safety Requirements[Parties agree to duplicate these sections to the extent possible – 11/15]

8.1 Insurance, Inspections, Mechanic's Liens, and Security and Safety Requirements for remote site collocation are governed by the provisions of Attachment 4 to the Agreement specifically addressing those issues.

~~8.1 Maintain Insurance. CLEC-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.~~

~~8.2 Coverage. CLEC-1 shall maintain the following specific coverage:~~

~~8.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.~~

~~8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.~~

~~8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLEC-1's real and personal property situated on or within BellSouth's Remote Site Location.~~

~~8.2.4 CLEC-1 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 Limits. The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.~~

~~8.4 All policies purchased by CLEC-1 shall be deemed to be primary. All policies purchased by CLEC-1 shall be deemed to be primary and not contributing to or in~~

excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all CLEC-1"'s property has been removed from BellSouth's Remote Site Location, whichever period is longer. If CLEC-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC-1.

8.5 Submit certificates of insurance. CLEC-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC-1 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC-1"'s insurance company. CLEC-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375

8.6 Conformance to recommendations made by BellSouth's fire insurance company. CLEC-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.7 Self-Insurance. If CLEC-1's net worth exceeds five hundred million dollars ($500,000,000), CLEC-1 may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. CLEC-1 shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to CLEC-1 in the event that self-insurance status is not granted to CLEC-1. If BellSouth approves CLEC-1 for self-insurance, CLEC-1 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC-1's corporate officers. The ability to self-insure shall continue so long as CLEC-1 meets all of the requirements of this Section. If CLEC-1 subsequently no longer satisfies this Section, CLEC-1 is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.

8.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon

thirty (30) days' notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. Mechanics Liens

9.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or CLEC-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. Inspections

10.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of CLEC-1's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC-1 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. The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own Remote Site Location either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of CLEC-1 will be permitted in the BellSouth Remote Site Location. CLEC-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Remote Collocation Space

~~or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CLEC-1 name. BellSouth reserves the right to remove from its Remote Site Location any employee of CLEC-1 not possessing identification issued by CLEC-1 or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section 11.~~

~~11.1.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the BellSouth Remote Site Location, for the states/counties where the CLEC-1 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 CLEC-1 will be required to administer to their personnel assigned to the BellSouth Remote Site Location security training either provided by BellSouth, or meeting criteria defined by BellSouth.~~

~~11.1.3 CLEC-1 shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. CLEC-1 shall not assign to the BellSouth Remote Site Location 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 CLEC-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the even that CLEC-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC-1 may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).~~

~~11.1.4 For each CLEC-1 employee requiring access to a BellSouth Remote Site Location pursuant to this Attachment, CLEC-1 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, CLEC-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC-1 may certify to BellSouth that it~~

shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

11.1.5 At BellSouth's request, CLEC-1 shall promptly remove from the BellSouth's Remote Site Location any employee of CLEC-1 BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of CLEC-1 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 CLEC-1'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 CLEC-1's Security contact of such interview. CLEC-1 and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC-1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLEC-1 for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that CLEC-1's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CLEC-1 for BellSouth property which is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or contractors and where CLEC-1 agrees, in good faith, with the results of such investigation. CLEC-1 shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth Remote Site Location 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 Remote Site Location, any employee found to have violated the security and safety requirements of this section. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth

~~Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.~~

11.5 ~~Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.~~

12. Destruction of Remote Collocation Space

12.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered partially or wholly unsuitable for CLEC-1's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate its use of the ~~this Attachment with respect to the~~ affected Remote Collcoation Space, 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 with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC-1"'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 CLEC-1, 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. CLEC-1 may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLEC-1"'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for CLEC-1"'s permitted use, until such Remote Collocation Space is fully repaired and restored and CLEC-1"'s equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where CLEC-1 has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, CLEC-1 shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this

section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

13. Eminent Domain

13.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site 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 Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

14. Nonexclusivity

14.1 Attachment is not exclusive. CLEC-1 understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – REGIONAL REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	~~$592.21~~ 200.00
PE1RB	Cabinet Space *	Per Rack/Bay	~~$382.93~~ 100.00	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	~~$26.44~~ 10.00
PE1SR	Space Availability Report*	Per premises requested	N/A	~~$550.00~~ 100.00
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	$43.47/$25.82
PE1OT	Overtime		NA	$55.25/$32.79
PE1PT	Premium Time		NA	$67.03/$39.76

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis until a rate can be established..

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – REGIONAL PHYSICAL COLLOCATION (continued)

(1) **Additional Engineering Fee**: BellSouth's additional engineering shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2

Attachment 5

Access to Numbers and Number Portability

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Rates ..... Exhibit A

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, DIECA shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, DIECA will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.2 For the purposes of the resale of BellSouth's telecommunications services by DIECA, BellSouth will provide DIECA with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. DIECA 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 DIECA cancel its reservations of numbers. DIECA shall comply with such request.

1.3. Further, upon DIECA request and for the purposes of the resale of BellSouth's telecommunications services by DIECA, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for DIECA's sole use. Such telephone number reservations shall be transmitted to DIECA via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. DIECA 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 DIECA's reasonable need in that particular CLLIC.

2. Number Portability Permanent Solution

2.1 The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.

2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC.

This end user line charge will be as filed in FCC No. 1 and will be billed to DIECA where DIECA is a subscriber to local switching or where DIECA is a reseller of BellSouth telecommunications services. This charge will not be discounted.

3. Service Provider Number Portability

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of DIECA. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the DIECA switch that serves the subscriber.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

3.4 Rates

Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. SPNP Implementation

4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.

4.3 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.

4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.

4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.

4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

5. Transition to Permanent Number Portability

5.1 Once a PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

5.2 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

6. True-up

The terms and conditions for Tennessee true-up and other rates that are interim or expressly subject to true-up under this attachments are as set forth in Section 13 of Attachment 2.

7. Operational Support System (OSS) Rates

The terms, conditions and rates for OSS are as set forth in Section 2.9 of Attachment 2.

BELLSOUTH/DIECA RATES
SERVICE PROVIDER
NUMBER PORTABILITY

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)										
RCF, per number ported (Business Line), 10 paths	TNPBL	NA	NA	NA	NA	NA	NA	$2.25	NA	NA
RCF, per number ported (Residence Line), 6 paths	TNPRL	NA	NA	NA	NA	NA	NA	$1.15	NA	NA
RCF, per number ported (Business Line)	TNPBL	$2.13	NA	$2.03	NA	$2.29	$2.34	NA	$2.17	$1.50
NRC	TNPBL	$0.65	NA	$0.51	NA	$0.49	$0.6441	NA	$0.7046	NA
NRC - Disconnect Charge	TNPBL	$0.07	NA	NA	NA	$0.05	$0.0644	$0.50	NA	NA
RCF, per number ported (Residence Line)	TNPRL	$2.13	NA	$2.03	NA	$2.29	$2.34	NA	$2.17	$1.25
NRC	TNPRL	$0.65	NA	$0.51	NA	$0.49	$0.6441	NA	$0.7046	NA
NRC - Disconnect Charge	TNPRL	$0.07	NA	NA	NA	$0.05	$0.0644	$0.50	NA	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	$0.32	NA	$0.2836	NA	$0.38	$0.3838	NA	$0.3854	$0.50
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD									
NRC - 1st	TNP++	$1.44	NA	$2.10	NA	$2.02	$2.84	None	$1.37	$25.00
NRC - Add'l	TNP++	$1.44	NA	$2.10	NA	$2.02	$2.84	None	$1.37	$25.00
NRC - Disconnect - 1st	TNP++	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect - Add'l	TNP++	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$44.70	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$44.70	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID										
DID per number ported, Residence - NRC	TNPDR	$1.18	NA	$0.93	NA	$0.89	$1.17	NA	$2.25	NA
DID per number ported, Residence - NRC - Disconnect	TNPDR	$1.18	NA	NA	NA	$0.90	$1.17	NA	NA	NA
DID per number ported, Business - NRC	TNPDB	$1.18	NA	$0.93	NA	$0.89	$1.17	NA	$2.25	NA
DID per number ported, Business - NRC - Disconnect	TNPDB	$1.18	NA	NA	NA	$0.90	$1.17	NA	NA	NA
DID per service order, per location										
NRC - 1st	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.37	NA
NRC - Add'l	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.37	NA
NRC - Disconnect - 1st	TNPRD	$1.44	NA	NA	NA	$2.01	$2.84	NA	$44.70	NA
NRC - Disconnect - Add'l	TNPRD	$1.44	NA	NA	NA	$2.01	$2.84	NA	$44.70	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
DID, per trunk termination, Initial	TNPT2	$11.84	NA	$10.73	NA	$12.46	$13.78	NA	$13.16	NA
DID, per trunk termination, Initial - NRC	TNPT2	$173.73	NA	$135.47	NA	$129.69	$171.68	NA	$218.03	NA
DID, per trunk termination, Initial - Disconnect	TNPT2	$50.43	NA	NA	NA	$37.85	$49.86	NA	NA	NA
DID, per trunk termination, Subsequent	TNPT2	$11.84	NA	$10.73	NA	$12.46	$13.78	NA	$13.16	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	$51.35	NA	$39.53	NA	$37.85	$50.69	NA	$73.63	NA
DID, per trunk termination, Subsequent - Disconnect	TNPT2	$25.00	NA	NA	NA	$18.75	$24.71	NA	NA	NA

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.

1 Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP. (FL)

2 BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

Attachment 6

Ordering and Provisioning

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ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.

1.2 BellSouth shall provide ordering and provisioning services to DIECA that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for ordering and provisioning are set forth in the various ordering and provisioning guides at the time of execution of this agreement. The guides may be referenced at the following site: http://www.interconnection.bellsouth.com/guides/guides_p.html. The provisioning intervals for DIECA orders are set forth in Attachment 2.

Where DIECA requests work to be performed outside of normal working hours as defined below, DIECA will be billed and will pay overtime charges except as provided for in 1.3.1.

1.3 For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday –	8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated, coordinated orders and order coordinated-time specific)
Saturday -	8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated orders)

The above hours represent the hours for those BellSouth employees performing physical wire work. Times are either Eastern standard or Central standard times depending on the location of the work being performed.

1.3.1 It is understood and agreed that BellSouth technicians involved in provisioning service to DIECA may work shifts outside of BellSouth's regular working hours as defined in Section 1.3 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that DIECA requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hours and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of DIECA, BellSouth will not assess DIECA additional charges beyond the rates and charges specified in this Agreement.

BellSouth provides COVAD access to the LCSC for ordering support at parity with the same hours BellSouth provides ordering support to its customers, its affiliates or any other CLEC. BellSouth's current hours of operation are:

Monday through Saturday

Consumer: (Residential Service)

Atlanta: 7:00 a.m. until 7:00 p.m. EST.
Birmingham: 7:00 a.m. until 7:00 p.m. CST

Monday through Friday

UNE LCSC

Atlanta: 8:00 a.m. until 6:00 p.m. EST
Birmingham: 8:00 a.m. until 6:00 p.m. CST

Business Resale/Complex LCSC

Atlanta: 8:00 a.m. until 6:00 p.m. EST
Birmingham: 8:00 a.m. until 6:00 p.m. CST

Complex Resale Support Group

8 a.m. to 5 p.m. CST

The LCSC will be closed in observance of the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Changes to the above hours may be made by BellSouth from time to time as changes occur to the hours BellSouth provides ordering support to its own end users. BellSouth will provide 30 days notice to DIECA of any change in hours of operation.

BellSouth provides maintenance support for trouble reporting and repair 24 hours a day seven days a week.

2. Access to Operations Support Systems

2.1 BellSouth shall provide DIECA access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair and billing. Access to the OSS is available through a variety of means, including electronic interfaces. BellSouth also provides manual options. The OSS functions available to CLECs through electronic interfaces are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface or the Telecommunications Access Gateway (TAG) interface.

BellSouth shall make mechanized pre-ordering interface available through the industry standard EDI in the fourth quarter of 2000.

2.3 Customer record information includes but is not limited to, customer specific information in CRIS and RSAG. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that DIECA 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. In addition, DIECA and BellSouth shall provide to each other, access to customer record information including electronic access where available. Otherwise, either party at the request of the other party shall provide paper copies of customer record information within 8 business hours for faxed requests which are less that 50 pages and via US mail or overnight delivery for requests larger than 50 pages. Overnight delivery charges will be paid by the requesting party.

2.4 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) interface, the TAG ordering interface for non-complex and certain complex resale requests and certain network elements. The EDI interface can be integrated with the TAG pre-ordering interface by DIECA or the TAG ordering interface. BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface for non-complex and certain complex resale service requests. BellSouth shall make available on a commercial basis mechanized ordering for xDSL loops by December 2000 using an Electronic Data Interchange (EDI) interface.

2.5 BellSouth shall provide service ordering and provisioning to DIECA in the following manner:

2.5.1 When DIECA submits a Local Service Request ("LSR") BellSouth shall return to DIECA a Firm Order Completion ("FOC") as follows:

BellSouth will deliver a FOC as follows:

Fully mechanized 95% in 4 hours or less

Partially mechanized and manual 85% in less than 48 hours

2.5.2 When DIECA submits a Local Service Request ("LSR") that requires a clarification, BellSouth shall return the request for clarification as follows:

BellSouth will deliver a reject or clarification notice as follows:

For fully mechanized requests, 95% within 1 hour

For partially mechanized and manual requests 85% in less than 48 hours

BellSouth's measurement of reject/clarification notice performance as stated above will be as set forth in Attachment 9 incorporated herein by this reference.

2.5.3 BellSouth's measurement of FOC/reject/clarification performance will be as set forth in 2.5.1 and 2.5.2 unless BellSouth is ordered by a Commission to provide a different level of performance, in which event BellSouth shall perform at the Commission ordered level.

2.5.4 BellSouth will review the current version of the LSR and will note all fields, inputs or other information on the LSR that must be revised by DIECA to enable DIECA to submit a correct and complete LSR. Clarifications may be sent after the FOC in cases where CFA information submitted by DIECA is in conflict with BellSouth data bases.

2.5.5 BellSouth shall provide DIECA with an alternative method for initiating service orders in the event of some disruption in service with BellSouth's primary service ordering process, including, but not limited to, an additional facsimile number and or other methods mutually agreed to which new orders can be submitted during the disruption in service in BellSouth's primary process.

2.5.6 BellSouth shall provide notices to DIECA of facility shortages utilizing BellSouth's interfaces and or via the PF report accessed via the internet. BellSouth will provide notice and information pertaining to the reason for the facility jeopardy along with an estimated service date at intervals and at parity with the information and intervals BellSouth provides such information to itself, it's affiliates and to any other CLEC.

2.5.7 When BellSouth conducts a service inquiry on a DIECA order, BellSouth will advise DIECA, based on BellSouth's facility records, whether a facility exists that will support the particular loop ordered by DIECA. In the response to the service inquiry, BellSouth will also provide any Special Construction charges or Loop Modification requirements which may be required to accommodate DIECA's service request. BellSouth will use its best efforts to identify and resolve all facilities issues associated

with a particular order at the same time. Nonetheless, BellSouth's facility record check is not an absolute that a facility jeopardy will not occur. Facility jeopardies may occur due to record errors, defective plant, or conditions encountered at the end user premises.

2.5.8 **BST Proposed Language**

BellSouth will resolve facility jeopardies at intervals that BellSouth resolves such facility shortages for itself, its affiliates or any other CLEC. **However, BellSouth strives to correct facility shortages within 30 days of the recognition of such shortage.** (New proposal)

DIECA Proposed Language

BellSouth shall resolve all facilities issues within thirty days of receiving a complete and correct LSR from DIECA.

(OPEN –DIECA)

2.5.9 BellSouth may cancel an LSR when submitted with a Service Inquiry where BellSouth determines that a facility is not available to provision the loop requested by DIECA and/or DIECA declines to pay for Special Construction required to provision the loop. BellSouth shall not cancel a DIECA order until BellSouth receives a supplement advising BellSouth to cancel the order, unless more than thirty (30) calendar days have elapsed since BellSouth requested a clarification on a DIECA order.

2.6 When BellSouth misses an installation appointment because of matters solely within the control of BellSouth (i.e. work load or scheduling issues), BellSouth shall be solely responsible for rescheduling that order installation and informing DIECA of the next available installation date. BellSouth shall use its best efforts to insure that such installations are rescheduled within three (3) business days.

2.7 BellSouth shall use technicians trained to install loops which meet the requirements of TR73600 for the particular loop being installed.

2.8 DIECA will receive completion notices via the interface used to submit the local service request. For manually submitted requests, DIECA will determine completion status using the CSOTS report accessible via the internet.

2.9 Service Trouble Reporting and Repair. Service trouble reporting and repair allows DIECA to report and monitor service troubles and obtain repair services. BellSouth shall offer DIECA service trouble reporting in a non-discriminatory manner that provides DIECA the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides DIECA an estimated time to repair (commitment time) on trouble reports. BellSouth shall provide to DIECA by

November 2000 non-discriminatory access to to Trouble Analysis Facilitation Interface (TAFI) for reporting troubles on line sharing loops. This interface shall allow DIECA to open a trouble ticket electronically and enable DIECA to perform mechanized loop tests (MLTs) on line sharing loops. In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting via ECTA Gateway. BellSouth also offers ECTA functionality through the human-to-machine EC-CPM/TA interface. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.10 BellSouth and DIECA agree to adhere to BellSouth's Operational Understanding and as it is amended from time to time during this agreement which may be accessed via the internet @ http://www.interconnection.bellsouth.com/guides/other_guides.html.

BellSouth's intervals for repairing UNE's are outlined in this guide. BellSouth shall repair loops at intervals that BellSouth repairs similar loops for itself, its affiliates or any other CLEC. BellSouth's performance for trouble resolution duration is measured as per BellSouth's Performance Measures outlined in Attachment 9 and incorporated herein by this reference.

BellSouth shall adhere to normal acceptance testing and completion guidelines for maintenance turn up and acceptance as set forth in Attachment 2, Section 1.7 and incorporated herein by this reference.

BellSouth will provide DIECA at close out with the steps taken to determine that a no trouble found condition has been encountered on the loop. DIECA will not be responsible for paying for "no trouble found" conditions which within 30 days of the initial report were determined to have been found and resolved in the BellSouth network.

BellSouth and DIECA will mutually agree on the need for and will, if necessary, schedule a time or window of time for any joint meeting of the parties to resolve maintenance issues. Both parties will use best efforts to ensure any such meeting takes place at or within the scheduled time or window of time as agreed to by both parties.

2.11 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Electronic Interface Change Control Process ("EICCP). Guidelines for this process are set forth in the EICCP document, and as it is amended from time to time during this agreement.

2.12 Migration of DIECA to New Software Releases for National Standard Machine-to-Machine Electronic Interfaces. Pursuant to the change management process, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine electronic interfaces. When a new release of new

industry standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to DIECA as determined in the CCP process incorporated herein by this reference and available via the internet at the BellSouth Interconnection web site. This will allow DIECA to make the necessary changes to its systems and operations to migrate to the newest release in a timely fashion.

2.13 Rates. All costs incurred by BellSouth to develop and implement operational interfaces to the OSS shall be recovered from the carriers that use the services. Charge for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Single Point of Contact. DIECA will be the single point of contact with BellSouth for ordering activity for network elements and other services used by DIECA 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. DIECA 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 DIECA 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 DIECA that such an order has been processed, but will not be required to notify DIECA in advance of such processing.

3.2 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

3.2.1 Upon receipt of a service order, BellSouth will do the following:

3.2.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

3.2.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.

3.2.1.3 Notify DIECA after the disconnect order has been completed.

3.3 Contact Numbers. The Parties agree to provide one another with toll-free nation wide contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.4 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.

3.5 Expedite Charges. For expedited requests by DIECA, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.

3.6 **BELLSOUTH'S PROPOSED LANGUAGE**

Cancellation Charges. If DIECA 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 FCC No. 1 Tariff, Section 5.4.

DIECA'S PROPOSED LANGUAGE

Attachment 7

Billing and Billing Accuracy Certification

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Rates ..... **Exhibit A**

BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that DIECA requests. BellSouth will bill and record in accordance with this Agreement those charges DIECA incurs as a result of DIECA purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 For any service(s) BellSouth orders from DIECA, DIECA shall bill BellSouth in CABS format.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, DIECA will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.

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

1.4 **BELLSOUTH'S PROPOSED LANGUAGE**

Bill Date: BellSouth shall send to DIECA within ten (10) business days of the bill date the entire bill in electronic and paper form, unless otherwise agreed by the parties. If both the electronic and paper form of the bill are not sent to DIECA within

ten (10) business days of the bill date, DIECA shall only be obligated to pay that bill within thirty (30) days of receipt of the bill. The bill will be due thirty days after the receipt of whichever copy of the bill arrives later.

DIECA'S PROPOSED LANGUAGE

Bill Date: BellSouth shall send to DIECA within ten (10) business days of the bill date the entire bill in electronic and paper form, unless otherwise agreed by the parties. If both the electronic and paper form of the bill are not sent to DIECA within ten (10) business days of the bill date, DIECA shall only be obligated to pay that bill within thirty (30) days of receipt of the bill.

1.5 **BELLSOUTH'S PROPOSED LANGUAGE**

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

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

DIECA'S PROPOSED LANGUAGE

Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available fund, except as set forth in section 1.4. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

1.6 Tax Exemption. Upon proof of tax exempt certification from DIECA, the total amount billed to DIECA will not include those taxes or fees for which the CLEC is

exempt. DIECA 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 DIECA. Once tax exempt certification and an accounting of reimbursable fees is presented to BellSouth, BellSouth shall promptly discontinue taxes and provide a credit where appropriate within thirty (30) days from the date that BellSouth receives tax exemption notice.

1.7 **BELLSOUTH'S PROPOSED LANGUAGE**

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. DIECA will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law. For Collocation, DIECA will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

DIECA'S PROPOSED LANGUAGE

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. DIECA will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law. BellSouth will not assess late payment charges for charges in dispute. For Collocation, DIECA will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

1.8 Discontinuing Service to DIECA. The procedures for discontinuing service to DIECA are as follows:

1.8.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities

or service or any other violation or noncompliance by DIECA of the rules and regulations contained in BellSouth's tariffs.

1.8.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to DIECA that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30)days notice to DIECA at the billing address to discontinue the provision of existing services to DIECA at any time thereafter.

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

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

1.8.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, DIECA's services will be discontinued. Upon discontinuance of service on DIECA's account, service to the DIECA's end users will be denied. BellSouth will reestablish service at the request of the end user or DIECA for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. DIECA is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.

1.9 Deposit Policy. When purchasing services from BellSouth, DIECA will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release DIECA from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If circumstances so warrant and/or gross monthly billings increased beyond the level initially used to determine the level of security, then BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in DIECA's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

In determining whether a security deposit is required, BellSouth will review DIECA's Dun & Bradstreet rating and report details, DIECA's payment history with BellSouth and payment history with others as available; the number of years DIECA has been in business; DIECA's management history and managers' length of service with DIECA; liens, suits and judgments against DIECA; UCC-1 filings against DIECA's assets; and to the extent available, DIECA's financial information. Upon the conclusion of this review, if BellSouth continues to insist on additional security, at DIECA's written request, BellSouth will.provide an explanation in writing to DIECA justifying the decision for additional deposit.

1.10 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. Billing Accuracy Certification

2.1 Upon request, BellSouth and DIECA will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

2.2 As part of the billing quality assurance program, BellSouth and DIECA will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide DIECA with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, DIECA will pay all bills received from BellSouth in full by the payment due date.

2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

2.3.1 **BELLSOUTH'S PROPOSED LANGUAGE**

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.

DIECA'S PROPOSED LANGUAGE

Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within thirty (30) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the bill date. The month being closed represents those charges that were billed or should have been billed by the designated bill date. "Closure" shall mean no new DIECA accounts shall be added to the bill for the billing period at issue.

3. Billing Disputes

3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.

3.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within thirty (30) calendar days of the notification date. If Bellsouth is investigating a dispute on behalf of DIECA, BellSouth must respond to a DIECA inquiry regarding the status of that investigation within seven (7) days of the inquiry.

If at any time DIECA wishes to escalate the billing dispute it can do so by a formal written letter (including electronically) requesting BellSouth to escalate the dispute up to the Operations Assistant Vice President of billing. Escalation of a dispute shall be resolved within 30 days of the escalation. If either party is dissatisfied with the result, it shall be resolved pursuant to the dispute resolution provisions of this contract.

3.2 **BELLSOUTH'S PROPOSED LANGUAGE**

As set forth in Sections 1.7.1 and 1.7.2 above, BellSouth reserves the right upon thirty (30) days written notice to DIECA to suspend or terminate service for nonpayment of undisputed amounts or amounts that were the subject of a Bona Fide Dispute, which has been resolved in BellSouth's favor under Section 3.3.1, or in the event of a prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by DIECA of the rules and regulations of BellSouth's Tariffs. For purposes of this Attachment 7, Bona Fide Dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by DIECA and supported by written documentation from DIECA, which clearly shows the basis for DIECA's dispute of the charges. The

dispute must be itemized to show the Q account and earning 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 DIECA until the dispute is resolved. Claims by DIECA for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section 3.2. Once the Bona Fide Dispute is processed in accordance with Section 3.3.1, DIECA will make immediate payment on any of the disputed amount owed to BellSouth or BellSouth shall have the right to pursue normal collection procedures, including termination or suspension for nonpayment pursuant to Section 1.8 hereof; provided however, BellSouth may not exercise such termination, suspension or other collection procedures (nor refuse to accept new applications or to process pending service orders) during the pendency of the Bona Fide Dispute. Any credits due to DIECA, pursuant to the Bona Fide Dispute, will be applied to DIECA's account by BellSouth immediately upon resolution of the dispute. The Bona Fide Dispute provisions are in addition to (and not in lieu of) any remedies available to either party in connection with the dispute and either Party may seek relief from the Commission at any time pertaining thereto. After the process described in 3.3.1 and 3.4, if DIECA continues to refuse to pay an amount resolved by said process in BellSouth's favor, BellSouth would have the right to terminate the service. DIECA would also have the right to go to the Commission at that point.

3.3 Resolution of a Bona Fide Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the Bona Fide Dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame as specified in Section 3.1.1, the following resolution procedure will begin:

3.3.1 If the Bona Fide 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 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. If the Bona Fide 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.

3.3.2 If the Bona Fide Dispute is not resolved within one hundred and fifty (150) days of the Bill Date, either Party, in addition to all other remedies, may petition the Commission for relief and review of the Bona Fide Dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

3.4 If a Party disputes a charge and does not pay such charge by the payment due date, or pays a disputed charge under protest, or if a payment or any portion of a payment is

received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed by the Party in whose favor the Bona Fide Dispute is resolved. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

DIECA'S PROPOSED LANGUAGE

DIECA is not obligated to pay any charge it is currently disputing through the dispute resolution provisions either in this section or in the General Terms and Conditions section of the Agreement. A payment or any portion of a payment is received by either Party after the payment due date (and the bill was timely sent pursuant to section 1.4), or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed.

4. RAO Hosting

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

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

4.3 Compensation amounts, if applicable, will be billed by BellSouth to DIECA on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4.4 DIECA must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from DIECAto the BellSouth

RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of DIECA and will coordinate all associated conversion activities.

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

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

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

4.8 All data received from DIECA that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

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

4.10 Transmission of message data between BellSouth and DIECA will be via CONNECT:Direct.

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

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

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

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

4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from DIECA, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify DIECA of the error condition. DIECA will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, DIECA will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

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

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

4.18 RAO Compensation

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

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

4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and DIECA for the purpose of data transmission. Where a dedicated line is required, DIECA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DIECA 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 DIECA. Additionally, all message toll charges associated with the use of the dial

circuit by DIECA will be the responsibility of DIECA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

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

4.19 Intercompany Settlements Messages

4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by DIECA as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between DIECA and the involved company(ies), unless that company is participating in NICS.

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

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

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

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

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

4.19.7 BellSouth will collect the revenue earned by DIECA within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of DIECA. BellSouth will remit the revenue billed by DIECA within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to DIECA via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

5. Optional Daily Usage File

5.1 Upon written request from DIECA, BellSouth will provide the Optional Daily Usage File (ODUF) service to DIECA pursuant to the terms and conditions set forth in this section.

5.2 The DIECA shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a DIECA customer.

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

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

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

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

5.6.1 Usage To Be Transmitted

5.6.1.1 The following messages recorded by BellSouth will be transmitted to the DIECA:

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

- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

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

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

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

5.6.2 Physical File Characteristics

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

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and DIECA for the purpose of data transmission. Where a dedicated line is required, DIECA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DIECA 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 DIECA. Additionally, all message toll charges associated with the use of the dial circuit by DIECA will be the responsibility of DIECA. 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 DIECA end for the purpose of data transmission will be the responsibility of DIECA.

5.6.3 Packing Specifications

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

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

The data will be packed using ATIS EMI records.

5.6.4 Pack Rejection

5.6.4.1 DIECA 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. DIECA will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to DIECA by BellSouth.

5.6.5 Control Data

DIECA will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate DIECA 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 DIECA for reasons stated in the above section.

5.6.6 Testing

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

6. Access Daily Usage File

6.1. Upon written request from DIECA, BellSouth will provide the Access Daily Usage File (ADUF) service to DIECA pursuant to the terms and conditions set forth in this section.

6.2 The DIECA shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

6.3 The Access Daily Usage Feed will contain access messages associated with a port that DIECA has purchased from BellSouth

6.4 Charges for delivery of the Access Daily Usage File will appear on the DIECAs' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

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

6.6 Usage To Be Transmitted

6.6.1 The following messages recorded by BellSouth will be transmitted to DIECA:

Originating and terminating interstate and intrastate access records associated with a port.

Terminating access records for undetermined jurisdiction access records associated with a port.

6.6.2 When DIECA purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (DIECA is BellSouth's toll customer):

BellSouth will bill resale toll rates to DIECA and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to DIECA via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to DIECA and send access record to DIECA.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to DIECA and send access record to DIECA.

6.6.3 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 DIECA.

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

6.6.5 Physical File Characteristics

6.6.5.1 The Access Daily Usage File will be distributed to DIECA via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and DIECA for the purpose of data transmission. Where a dedicated line is required, DIECA will be responsible for ordering the circuit, overseeing its installation and coordinating the

installation with BellSouth. DIECA 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 DIECA. Additionally, all message toll charges associated with the use of the dial circuit by DIECA will be the responsibility of DIECA. 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 DIECA end for the purpose of data transmission will be the responsibility of DIECA.

6.6.6 Packing Specifications

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

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

The data will be packed using ATIS EMI records.

6.6.7 Pack Rejection

6.6.7.1 DIECA 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. DIECA will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to DIECA by BellSouth.

6.6.8 Control Data

DIECA will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate DIECA 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 DIECA for reasons stated in the above section.

6.6.9 Testing

6.6.9.1 Upon request from DIECA, BellSouth shall send test files to DIECA for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

7. Enhanced Optional Daily Usage File

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

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

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

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

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

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

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

7.6.1 Usage To Be Transmitted

7.6.1.1 The following messages recorded by BellSouth will be transmitted to the DIECA:

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

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

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

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

7.6.2 Physical File Characteristics

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

7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and DIECA for the purpose of data transmission. Where a dedicated line is required, DIECA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DIECA 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 DIECA. Additionally, all message toll charges associated with the use of the dial circuit by DIECA will be the responsibility of DIECA. 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 DIECA end for the purpose of data transmission will be the responsibility of DIECA.

7.6.3 Packing Specifications

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

7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DIECA which BellSouth RAO that is sending the message. BellSouth and DIECA will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by DIECA and resend the data as appropriate.

The data will be packed using ATIS EMI records.

BELLSOUTH/DIECA RATES
ODUF/EDOUF/ADUF/CMDS

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EODUF/ADUF/CMDS										
ODUF: Recording, per message	N/A	$0.0002	$0.008	$0.008	$0.0008611	$0.00019	$0.0001179	$0.008	$0.0002862	$0.008
ODUF: Message Processing, per message	N/A	$0.0033	$0.004	$0.004	$0.0032357	$0.0024	$0.0032089	$0.004	$0.0032344	$0.004
EODUF: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
ADUF: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
CMDS: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	$55.19	$54.95	$54.95	$55.68	$47.30	$54.62	$54.95	$54.72	$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.00004	$0.001	$0.001	$0.0000365	$0.00003	$0.0000354	$0.001	$0.0000357	$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9

Performance Measurements

Performance Measurements

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. BellSouth will provide electronic access to Performance Measurement data.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
DIECA
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions PartA	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	15	2/29/00	
	16	2/29/00	
	17	2/29/00	
	18	2/29/00	
	19	2/29/00	
	20	2/29/00	
	21	2/29/00	
	22	2/29/00	
	23	2/29/00	
	24	2/29/00	
	25	2/29/00	
	26	2/29/00	
Terms/Conditions Part B		2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
DIECA
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
1-Resale	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
	Exhibit D	2/29/00	
	Exhibit E	2/29/00	
	Exhibit F	2/29/00	
	Exhibit G	2/29/00	
		2/29/00	
2-Network Elements & Other Services	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
DIECA
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	15	2/29/00	
	16	2/29/00	
	17	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
3-Local Interconnection	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
	Exhibit D	2/29/00	
	Exhibit E	2/29/00	
4-Physical Collocation	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
DIECA
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
5-Access to Numbers & Number Portability	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	Exhibit A	2/29/00	
6-Ordering/Provisioning	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
7-Billing & Billing Accuracy Certification	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
DIECA
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	6	2/29/00	
	7	2/29/00	
	Exhibit A	2/29/00	
8-ROW/Conduits/PoleAtt	1	2/29/00	
9-Perf Measurement	Pre-Ordering	2/29/00	
	Ordering	2/29/00	
	Provisioning	2/29/00	
	Maint/Repair	2/29/00	
	Billing	2/29/00	
	Opr Svcs/DA	2/29/00	
	E911	2/29/00	
	Trunk Grp Perf	2/29/00	
	Collocation	2/29/00	
	Appendix A	2/29/00	
	Appendix B	2/29/00	
	Appendix C	2/29/00	
10-Executive Summary		2/29/00	
		2/29/00	
11-Disaster Recovery		2/29/00	
		2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
DIECA
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions PartA	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
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	23		
	24		
	25		
	26		
Terms/Conditions Part B			

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
DIECA
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		
	Exhibit H		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
DIECA
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
DIECA
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
DIECA
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

Attachment 11
BellSouth Disaster Recovery Plan

2000
BELLSOUTH

DISASTER RECOVERY 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 BELLSOUTH'S PROPOSED LANGUAGE

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.

DIECA'S PROPOSED LANGUAGE

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.

BellSouth's NMC will directly inform DIECA's NMC about all Abnormal Condition Reports (ARDs) that affect DIECA circuits or put DIECA circuits, equipment or employees at risk.This includes, but is not limited to T1, DS3, Node failures and SONET outages. The contact number for the DIECA NOC (NMC) is 888-801-6285 or 408-434-2100. The BellSouth reporting party should ask for the DIECA Duty Director or Duty Manager when making such report. The ACR shall also be emailed to DIECA, unless technically infeasible.

3.0 BELLSOUTH'S PROPOSED LANGUAGE

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.

DIECA'S PROPOSED LANGUAGE

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.

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BellSouth shall notify DIECA NOC (NMC) when any BellSouth ECC is activated or put on alert status. This notification must include escalation contacts and the ability for DIECA to have direct input into and response from the BellSouth ECC when it is activated. DIECA shall designate a representative to participate in ECC functions.

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 DIECA'S PROPOSED LANGUAGE

ROOT CAUSE ANALYSIS

After the resolution of the disaster as defined within this section, BellSouth shall provide DIECA with documentation about the Abnormal Condition Reports or disaster related events that effected or put DIECA's equipment, network or employees at risk. The documentation should include, but is not limited to, the following:

Description of the incident or outage
Date of Incident:
Time of Incident:
Duration of Outage:
Geographic Area Affected:
CLLI:
Estimated Number of Customers Affected:

Type of Services Affected:
Cause of the Incident, Including Name and Type of Equipment Involved and Specific Part(s) of the Network Affected:
Root Cause Analysis:
Direct Cause:
Consequential Effects
Affected Element:
Outage Cause:
Duration Cause: (include appropriate "Log" timeline entries --OSLOG, DOLOG, etc)
Root Cause Finding:
Methods Used to Restore Service:
Steps Taken to Prevent Recurrence:
Follow up Contact information on the person who supplied the report

This information should be emailed to the DIECA NOC Director. This will enable DIECA and BellSouth to work together to improve future disaster recovery plans and procedures.

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.